

MORTGAGE OF REAL ESTATE TO SECURE NOTE WITH INSURANCE, TAX AND ATTORNEY'S FEES CLAUSES

The State of South Carolina, }
COUNTY OF Greenville

Edith H. Harvey
TO
MODERN HOMES CONSTRUCTION COMPANY
P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/~~was~~ the said Edith H. Harvey
in and by my ~~cert~~ certain promissory note bearing date the 16th day of July A.D., 19 64
am/are indebted to the said Modern Homes Construction Company, or order, in the sum of
Seven Thousand Two Hundred and 00/100----(\$7,200.00) Dollars, payable in
144 successive monthly installments, each of \$ 50.00 , with the first payment commencing on the 15th day
of October , 19 64 , and payable on the same day of each month thereafter until paid, as in and by the said
note and condition thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I/~~was~~ the said Edith H. Harvey
for and in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof to the
said Modern Homes Construction Company according to the terms of the said note and also in consideration of the further
sum of THREE DOLLARS to me/us in hand well and truly paid by the said Modern Homes Construction Company at and
before the sealing and delivery of the Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold
and released, and by these Presents DO GRANT, bargain, sell and release unto Modern Homes Construction Company, its
successors and assigns, certain real estate in Greenville County, South Carolina, as follows:

All that certain piece, parcel or lot of land situate, lying and being in the State and
County aforesaid, Butler Township, lying on the east side of a county dirt road that
leads off the Greenville-Pelham Road, and being a part of the same land as described in
Deed from Troy A. Hamby to Mamie I. Hamby recorded in the office of the R. M. C. for
Greenville County in Deed Book 677 at page 393, and having the following courses and
distances, to-wit:

Beginning on a stake in the center of the said dirt road, and on the line of a 4.91 acre
plot owned by Rogers, and runs thence with the said road, S. 4-30 W. 210 feet to a stake
in the center of the said road; thence S. 85-30 E. 210 feet to an iron pin (there is an
iron pin on the bank of the road 20 feet); thence N. 4-30 E. 93.5 feet to an iron pin on
the Rogers line; thence with the said line, N. 56-30 W. 240 feet to the beginning corner,
containing seventy-three one-hundredths (0.73) of one acre, more or less.

This is the same property conveyed to Edith H. Harvey by Deed from Mamie I. Hamby dated
April 25, 1964 and recorded in Book 748, Page 333, Office of the Clerk of Court, Green-
ville County, South Carolina.

This being the same parcel of land on which Modern Homes Construction Company erected a
shell-type frame house for the Mortgagor herein. The Mortgagor herein warrants that this
is the first and only encumbrance on this property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises be-
longing, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular, the said Premises unto the said Modern Homes Construction Company,
its successors and assigns forever.

AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant
and forever defend all and singular the said Premises unto the said Modern Homes Construction Company, its successors
and assigns, from and against me and my Heirs, Executors, Administrators and Assigns lawfully claiming,
or to claim the same, or any part thereof.

AND it is agreed by and between the said parties that in case of default in any of the payments as herein provided for,
the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, by and between the said parties, that the said
Edith H. Harvey, her Heirs, Executors or Administrators, shall and will insure the
house and buildings on said lot, and keep the same insured from loss or damage by fire, with extended coverage in the
amount of \$ 4,300.00 and assign the Policy of Insurance to the said Modern Homes Construction Company, and in
case that I or my Heirs shall, at any time, neglect or fail so to do, then the said Modern Homes Construc-
tion Company may cause the same to be insured in its name, and reimburse itself for the premium and expenses of such
insurance, together with interest on the amount so paid, at the rate of Six per centum (6%), per annum, from the date of
such payment, under this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby
secured be paid, the said Mortgagor & her Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the
property hereby mortgaged, when due and payable, and in case said mortgagor(s) shall fail to do so, the said Mortgagee,
its successors or assigns may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and
reimburse itself for the same, together with interest on the amount so paid, at the rate of Six (6%) per cent, per annum, from
the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that
if I/~~was~~ the said Edith H. Harvey do and
shall well and truly pay, or cause to be paid, unto the said Modern Homes Construction Company the said debt or sum of
money aforesaid according to the true intent and meaning of said note and all sums of money provided to be paid by the

SATISFIED AND CANCELLED OF RECORD
15th DAY OF Nov, 19 76
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:44 O'CLOCK A. M. NO. 13416

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 43 PAGE 241

Mortgage Assigned to First Nat'l Bank of Atlanta, Ga.
21 day of Sept. 1964. Assignment recorded
Vol. 474 of R. E. Mortgages on Page 47