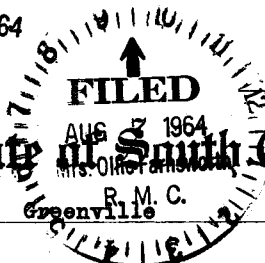


AUG 7 1964

64-6-4090 S

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



The State of South Carolina, }  
COUNTY OF Greenville

Smiley Cox TO BOOK 967 PAGE 419

MODERN HOMES CONSTRUCTION COMPANY  
P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/### the said Smiley Cox  
in and by my #### certain promissory note bearing date the 10th day of June A.D., 19 64  
am/are indebted to the said Modern Homes Construction Company, or order, in the sum of  
Ten Thousand Nine Hundred Forty-one and 12/100----(\$10,941.12) Dollars, payable in  
144 successive monthly installments, each of \$ 75.98 , with the first payment commencing on the 15 day  
of August , 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/### the said Smiley Cox  
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 piece, parcel or lot of land in Oneal Township, Greenville County, State of South  
Carolina, on the northern side of Pine Log Ford Road, and having the following courses  
and distances, to-wit:  
BEGINNING at an iron pin on the northern side of said Road at the corner of Fred Lynn Prop-  
erty, and running thence along the Lynn Line N. 6-46 E. 300 ft. to a point; thence N.  
88-46 E. 150 ft. to a point; thence S. 6-46 W. 300 ft. to a point on said Road; thence  
along said Road S. 88-46 W. 150 ft. to the point of beginning. This being a portion of  
the property inherited by Sarah F. Cox, et al, and Smiley Cox from the late J. C. Cox,  
who died intestate on August 16, 1940, leaving Sarah F. Cox, et al and Smiley Cox as his  
sole heirs at law. The largest portion of the J. C. Cox Property was conveyed to Homer  
C. Styles on or about November 18, 1959, as will appear in Judgment Roll No. H-7674.

This is the same property conveyed to Smiley Cox by Deed from Sarah F. Cox, et al, dated  
January 21, 1964 and recorded in Book 750, Page 521, Office of the Clerk of  
Court, Greenville 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  
Smiley Cox, his 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 \$ 6,600.00 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 & his 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/### the said Smiley Cox, 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

*This Mortgage Assured by Commercial Investment Corp. 10/15/64*

SATISFIED AND CANCELLED OF RECORD  
DAY OF \_\_\_\_\_ 19 64  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. NO. \_\_\_\_\_

*Handwritten notes and signatures at the bottom of the page, including names like 'Smiley Cox' and 'Modern Homes Construction Company'.*