MORTGAGE OF REAL ESTATE TO SECURE NOTE AND ATTORNEY'S FEES CLAUSES

The State of South Carolina,

Nancy Vilma Jones TO

COUNTY OF Greenville

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/###, the said Nancy Vilma Jones

in and by my ####kertain promissory note bearing date the 22nd day of

A.D., 19 64 October

am/are indebted to the said Modern Homes Construction Company, or order, in the sum of

Dollars, payable in

Five Thousand Four Hundred Twelve and 96/100---(\$5,412.96) Dollars, successive monthly installments, each of \$ 37.59, with the first payment commencing on the of December , 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 Nancy Vilma Jones 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 Greenville Township, Greenville County, State of South Carolina, near City of Greenville, north of the Cedar Lane Road and on the eastern side of Elli Street, being known and designated as Lot Number Ten (no. 10) on a plat of the property of Mrs. Elizzie Bramlett made by C. M. Furman, C. E., recorded in Plat Book "G", page 235 in the R. M. C. Office for said County, and according to said plat, having the following metes and bounds, to-wit;

Beginning at a point on the eastern side of Elli Street, joint front corner with Lot No. 11 on said plat, and running thence S. 79-30 E. 96.86 feet along southern side of Lot No. 11 to point, joint rear corner with Lot No. 11; thence S. 6-30 W. 52.5 feet to point, joint rear corner with Lot No. 9; thence N. 79-30 W. 93.73 feet along the northern line of Lot No. 9 to point on eastern side of Elli Street, Thence N. 3-10 E. 52.5 feet along eastern side of Elli Street, to point of beginning.

This is the same real estate which was conveyed to Mary M. Bolden for and during her life and at her death to Nancy Vilma Jones by W. R. Cason by Deed dated August 19, 1948, and recorded in Volumn 356, Page 379, Office of Register of Mesne Conveyances of Greenville, South Carolina. Certificate of death, State file No. 147 of the Division of Vital Statistics of the State of South Carolina shows that Mary M. Bolden died on November 8, 1948.

This is the same property 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, Fiereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular, the said Premises unto the said Modern Flomes 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 Nancy Vilma Jones, 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 \$3,140.00 and assign the Policy of Insurance to the said Modern Homes Construction Company, and in case that I my Heirs shall, at any time, neglect or fail so to do, then the said Modern Homes Construction Company may cause same to be insured in its name, and reimburse itself for the premium and expenses of such insurance, together with indicates on the amount so paid, at the rate of Six per centum (6%), per annum, from the date of such results of the same amount so paid, at the rate of Six per centum (6%), per annum, from the date of such results of the same and reimburse itself for the premium and expenses of such and account results of the same and reimburse itself for the premium and expenses of such and account results of the same and reimburse itself for the premium and expenses of such and account results of the same and reimburse itself for the premium and expenses of such account results of the same and reimburse itself for the premium and expenses of such account results of the same and reimburse itself for the premium and expenses of such account results of the same and reimburse itself for the premium and expenses of such account results of the same results of the sam 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 thurse 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 at I/##he said Nancy Vilma Jones 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

> BATISFIED AND CANCELLED OF RECORD Donnie & Tank oralog R. M. C. FOR GREENVILLE COUNTY S. C. AT 2:20 O'CLOCK P. M. NO. 331