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BOOK 754 PAGE 205

MORTGAGE OF REAL ESTATE TO SECURE NOTE—WITH INSURANCE TAX
AND ATTORNEY'S FEES CLAUSES Form 18

OLLIE FAIRBANKS
R.M.C.

The R. L. Bryan Company, Printers, Binders, Stationers, Columbia, S. C. 32916

The State of South Carolina,

Charles E. Miller & Nancy Miller

TO

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Modern Homes Construction Company

SEND GREETING:

WHEREAS we the said Charles E. Miller and Nancy Miller in and by our certain promissory note bearing date the 30th day of July, A. D., 1950, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Three Thousand Eight Hundred Forty and No/100 (\$3840.00) Dollars, payable in Sixty (60) successive monthly installments, each of Sixty-four and No/100 (\$64.00) Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of September, 1950, and 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 ore fully appear.

Now, KNOW ALL MEN, That we the said Charles E. Miller & Nancy Miller for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Charles E. Miller & Nancy Miller

according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS to us the said Charles E. Miller and Nancy Miller in hand well and truly paid by the said Modern Homes Construction Company at and before the sealing and delivery of these 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

All that piece, parcel or lot of land in Gantt Township, being known and designated as lot No. 26 of a subdivision known as Elizabeth Heights, as shown by a Plat thereof, dated May 1, 1956 by Madison H. Woodward, recorded in the R.M.C. Office for Greenville County in Plat Book KK, page 11, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on Satterfield Drive at joint front corners of lots Nos. 25 and 26 and running thence along the line of said lots, S. 86-31 E. 167.5 feet to iron pin; thence running N. 25-59 E. 146.3 feet to iron pin; thence running N. 69-45 W. 68 feet to iron pin at rear corner of lot No. 27; thence running with line of said lot, S. 62-05 W. 203.2 feet to iron pin on Satterfield Drive; thence running with said Drive, S. 14-43 E. 52 feet to iron pin at point of beginning.

No residence to cost less than Seven Thousand Five Hundred (\$7500.00) Dollars shall be erected on said lots; no residence shall be erected on any lot unless said lot has fifty (50) feet or more frontage; no residence shall be built on any lot nearer than thirty (30) feet to the front line; no outside toilets permitted and sewage to be disposed of by approved septic tanks; no business buildings shall be erected on any lot other than lots fronting on Staunton Bridge Road.

The mortgagor hereby warrants that this is the first and only encumbrance on this property.