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OLLIE FERNWORTH
R.M.C.

BOOK 769 PAGE 267
MORTGAGE OF REAL ESTATE TO SECURE NOTE—WITH INSURANCE TAX
AND ATTORNEY'S FEES CLAUSES Form 18
The R. L. Bryan Company, Printers, Binders, Stationers, Columbia, S. C. 32916

The State of South Carolina,

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Edward Gary
TO
Modern Homes Construction Company

SEND GREETING:

WHEREAS I the said Edward Gary in and by my certain promissory note bearing date the 16 day of December A.D., 1958, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Four Thousand Eight Hundred Ninety-four and 56/100 (\$4894.56) Dollars, payable in Seventy-two (72) successive monthly installments, each of Sixty-seven and 98/100 (\$67.98) Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of February, 1959, and on the first 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 Edward Gary for and in consideration of the said debt and sum of money aforesaid, and for the 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 the said Edward Gary 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 Chick Springs Township in what is know as Piney Mountain Section, near the City of Greenville, being a portion of my land as shown by a plat thereof by W. D. Neves, Registered Engineer dated April 1940, and being of record in Plat Book No II at page 43, office of the R.M.C. for Greenville County, having the following courses and distances:

Beginning at an iron pin in the center of an unnamed road (now Cypress Street) corner of property owned by Mary Griffin, and running thence N. 79-30W., 60 Feet along the line in the center of the road to a point in said road; thence S. 8-35 W., 150 Feet along a line parallel to the Mary Griffin line as shown on the plat to a point; thence S. 79-30 E., 60 Feet along a line parallel to the road line (Cypress Street) to a point in the joint line of Mrs. Grace L. McKelvey Gary and Mary Griffin; thence N. 8-35 E., 150 Feet along said line to the point of Beginning.

Being a portion of the property conveyed to Edward Gary by Mrs. Grace L. McKelvey Gary, her deed dated April 28, 1955, and recorded in Clerk of Court's Office, Greenville County, State of South Carolina, in Book 526, Page 170.

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

Handwritten note on right margin: The mortgage instrument is in Book 769, Page 267.