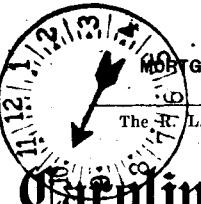


FILED
18 1958 A.M.



BOOK 769 PAGE 305
REAL ESTATE TO SECURE NOTE—WITH INSURANCE TAX
AND ATTORNEY'S FEES CLAUSES Form 18
The R. E. Mortgage Company, Printers, Binders, Stationers, Columbia, S. C. 32916

The State of South Carolina,

James M. Darby

TO

COUNTY OF GREENVILLE

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

SEND GREETING:

WHEREAS I the said James M. Darby in and by my certain promissory note bearing date the 21 day of December A.D., 1958, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Two Thousand Three Hundred Three and 40/100 (\$2303.40) Dollars, payable in Sixty (60) successive monthly installments, each of Thirty-eight and 39/100 (\$38.39) 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 James M. Darby 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 James M. Darby 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 and lot of land lying situated and being in Saluda Township, County of Greenville, State of South Carolina. Being a part of the same tract of land conveyed to J. H. Darby by deed from E. Inman, Master, and having the following metes and bounds to wit: Beginning at iron pin on Road running thence 12E 370 feet to a point N. iron pin, 230 feet to a pin, thence W. 500 feet to a pin in Road, thence W. 420 feet to beginning corner, and containing two acres, more or less. Said tract of land is bounded on the North by land of J. Clyde Gilreath, on the North West by land of J. H. Darby, as conveyed to James M. Darby by deed of J. H. Darby, dated December 5, 1958, and recorded in Book _____, Page _____ R. E. C., Greenville County, State of South Carolina.

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

For assignment, see R. E. M. Book 78, Page 25

In satisfaction see R. E. M. Book 1088 Page 253

RECORDED AND CANCELLED BY HOUSE
DAY OF April 1965
Ollie J. Mansworth
R. E. C. FOR GREENVILLE COUNTY, S. C.
RECORDED IN R. E. M. NO. 251472

This Mortgage Assigned to Modern Home Const. Co.
on 7 day of June 1965. Assignment recorded
in Vol. 1233 of R. E. Mortgages on Page 247