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

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

The State of South Carolina,

COUNTY OF GREENVILLE

Nigal Mahaffey

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

Send Greeting:

the said Nigal Mahaffey in and by my certain promissory note bearing date the 28 day of April A.D., 1959, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Four Thousand Three Hundred Fifty-two and 40/10 (\$\frac{4}{4}352.40\$) Dollars, payable in Seventy-two (72) successive monthly installments, each of Sixty and 45/100 (\$\frac{6}{0}.45\$) Dollars, except the final installment, which shall be the balance then due, the first payment commencing on July 1, 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 Nigal Mahaffey

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

and also in consideration of the further sum of

THREE DOLLARS to me

the said

Nigal Mahaffey 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

This being a small lot or portion of the land conveyed to Hugh W. Moon by deed of H. A. Moon, said deed dated April 7, 1953 and recorded in the office of the R. M. C. for Greenville County, South Carolina, in Book 577 at page 89, and being located and situated in West Dunklin Township, Greenville County, S.C. and joining the land of Drake $E_{k,t}$ s, and having the following metes and bounds:

BEGINNING at an iron pin on the north side of property of Hugh W. Moon and Drake Epps, thence along Pine Tree Road 75 feet to an iron pin; thence in a northeasterly direction along line of Hugh W. Moon 125 feet to an iron pin; thence South along line of Hugh W. Moon 75 feet to an iron pin; thence in a southwesterly direction 125 feet to the beginning corner.

It is agreed and understood by both Hugh W. Moon and Nigal Mahaffey that in the event said property be offered for sale that Hugh N. Moon will have the first offer on said property.

Above land conveyed to mortgagor by deed of Hugh W. Moon dated March 19, 1959, and recorded in Deed Book page , Records of said county and

Mortgagor hereby warrants that thisis the first and only encumbrance on this property.

i... aY 6 , 1959 A

Mis. Ollie Famishard

R. M. 😭