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

The State of South Carolina,

BOOK 818 Page 563 L. Alexander

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/Wexthe said L. Alexander

in and by my (carr) certain promissory note bearing date the 9th day of March

firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Three Thousand Three Hundred Seventy-one & 76/100 (\$3371.76) , Dollars, payable in 72 successive

, except the final installment, which shall be the balance then due, the first paymonthly installments, each of \$46.83 May , 1960, and on the first day of each month thereafter until ment commencing on the first day of 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/We the said L. Alexander 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 As the said L. Alexander 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 real eestate in

County, South Carolina as follows: All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in Greenville Township, Greenville County, South Carolina:

On the Southeast side of Arden Street Extension, and being known and designated as Lot No. 4-a of the property of W. C. Holcombe, et al, as shown on plat thereof made by J. C. Hill, L.S., on June 23, 1948, and recorded in the R.M. C. office for Greenville County in Plat Book U, at page 107, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the rear corner of Lot No. 4, in line of Lot No. 3, which point is 122 feet Southeast from Arlen Street extension, and running thence along the line of Lot No. 3, S. 36-30 E. 85 feet to an iron pin at the rear corner of Lot No. 3; thence along a fence as the line, S. 64-00 %. 50.5 feet to an iron pin; thence N. 36-30 %. 76 feet to an iron pin 122 feet southeast of Arden Street extension, rear corner of Lot No. 4; thence along the rear line of Lot No. 4, N. 54-30 E. 50 feet to the beginning corner.

The above described property is a portion of the tract of land conveyed to W. C. Holcombe by Perry Holcombe by deed dated December 18, 1911 and recorded in the R.M.C. office for Greenville County in Vol. 26, page 51. See also judg-ment roll E-8720 for construction of deed of H. W. Hunt to Perry Holcombe, dated Aug. 28, 1899 and recorded in the R.M.C. office for Greenville County in Vol. FFF, page 651.

Above land conveyed to L. Alexander by deed of George W. Holcombe , Rosa H. Evans, Lucille H. Smith, et al, dated August 24th, 1948, and recorded in Deed *

TOGETHER with all and singular the Rights, Members, Hereditaments 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 Homes Construction Company, its successions. sors, Heirs and Assigns forever.

Heirs, Executors and do hereby bind myself and my Administrators, to warrant and forever defend all and singular the said Premises unto the said Modern Homes Construction

Company, its successors, Heirs and Assigns, from and against me and my 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 of interest or principal 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 L. Alexander, his 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, and assign the Policy of Insurance to the said Modern Homes Construction Com-

or my heirs shall, at any time, neglect or fail so to do, then the said Modern pany and in case that Homes Construction Company may cause the same to be insured in their name, and reimburse themselves for the premium and expenses of such insurance, 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.

And it is Further Agreed and Covenanted, by and between the said parties, that until the debt hereby secured be Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property paid, the said Mortgagor his hereby mortgaged, when due and payable, and in case said mortgagor (s) shall fail to do so, the said Mortgagee, its Executors, Administrators or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse 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 if I/M the said, L. Alexander do 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, with the interest thereon, if any shall be due, according to the true intent and meaning of the said note and all sums of money provided to be paid by the Mortgagor