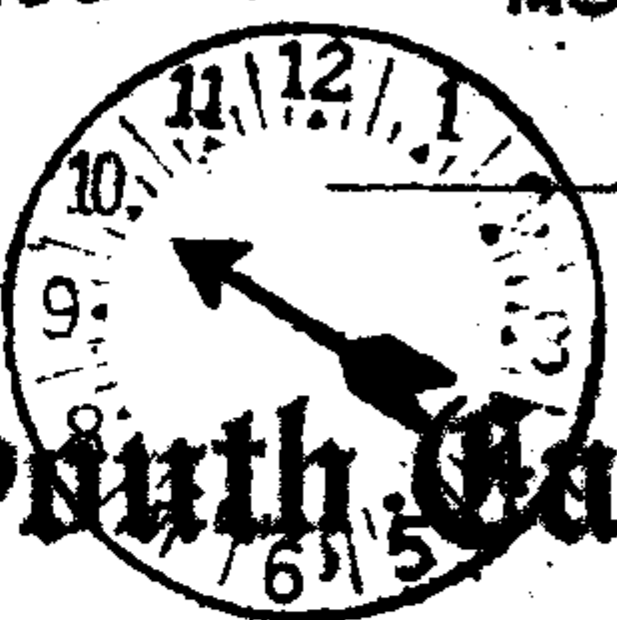


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AUG 16 1960 MORTGAGE OF REAL ESTATE TO SECURE NOTE WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES



The State of South Carolina,

Homer A. Aspray and Catherine F. Aspray
TO
MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE Mrs. Cilie Farnsworth

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We the said Homer A. Aspray and Catherine F. Aspray in and by ~~my~~ (our) certain promissory note bearing date the 11th day of August A.D., 1960, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$4468.80)

Four Thousand, Four Hundred, Sixty-eight and 80/100, Dollars, payable in 60 successive monthly installments, each of \$ 74.48, except the final installment, which shall be the balance then due, the first payment commencing on the first day of November, 1960, 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 We the said Homer A. Aspray and Catherine F. Aspray 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~~/us the said Homer A. Aspray and Catherine F. Aspray 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 estate in Greenville County, South Carolina as follows:

All that piece, parcel or lot 100' X 150' of land, with improvements thereon, in Gantt Township, Greenville County, State of South Carolina, known and designated as Lot No. 110 Conestee, located on 6th Street, as shown on a plat thereof by R. E. Dalton, Engineer, dated December 1943, recorded in the RMC Office for Greenville County, S. C., and having the courses, distances, metes and bounds as shown on said Plat, which is recorded in Plat Book K at page 276.

This property is subject to limitations, restrictions and easements recorded in Deed Book 288 at page 296.

Above land conveyed to Homer A. Aspray and Catherine F. Aspray by deed of Eva O. Sullivan dated April 13, 1956 and recorded in Deed Book 550, Page 178, Greenville County Registry. Mortgagors hereby warrant that this is the first and only encumbrance on this property and that Modern Homes Construction Company built a shell type house on the land conveyed herein and that mortgagors have right to convey said property in fee simple.

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 successors, Heirs and Assigns forever.

AND We do hereby bind ourselves and our Heirs, Executors and 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 us and our Heirs, Executors, 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 Homer A. Aspray and Catherine F. Aspray their 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 Company and in case that We or our heirs shall, at any time, neglect or fail so to do, then the said Modern 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 paid, the said Mortgagor their Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property 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 We the said, Homer A. Aspray and Catherine F. Aspray 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