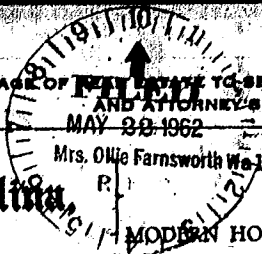


MORTGAGE OF REAL ESTATE TO SECURE NOTE WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES



Mrs. O.W. Farnsworth Walter Wade Trotter TO

The State of South Carolina

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/XXX the said Walter Wade Trotter in and by my (XW) certain promissory note bearing date the 14th day of March A.D., 19 62, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$4101.84).

Four Thousand One Hundred One & 84/100 Dollars, payable in 108 successive monthly installments, each of \$ 37.98, except the final installment, which shall be the balance then due, the first payment commencing on the first day of May, 19 62, 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/WX the said Walter Wade Trotter 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/MX the said Walter Wade Trotter 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 of land, with improvements thereon, situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, being on the Southeastern side of Rutherford Road and being shown as an unnumbered lot on Plat of Property of W.W.Trotter, recorded in the R.M.C. Office for Greenville County in Plat Book WW, page 217, and having the following metes and bounds, to-wit:

BEGINNING at an old nail in the center of Rutherford Road at the corner of other property of A.E.Holton, said nail being 3,210 feet from the center of Highway 415 wherein Rutherford intersects with highway 415, and running thence S 82-30 E 90.7 feet to an iron pin; thence S 33-27 E 144 feet to an iron pin; thence a new line S 48-43 W 54 feet to an iron pin; thence N 42-49 W 207 feet to an iron pin in the center of Rutherford Road; thence along the center of said Rutherford Road as the line, N 32-22 E 20 feet to the beginning corner, and containing one-fourth (1/4) acre, more or less.

The above described property is the same conveyed to A.E.Holton by Grace E. Greer by deed dated November 30, 1960 and recorded in the R.M.C. Office for Greenville County in Deed Book 664, page 273. Above land conveyed to Wallace Wade Trotter by deed of A.E.Holton, dated February 15, 1962 and recorded in Deed Book 698, page 425, in the R.M.C. Office for Greenville County, Above land conveyed to Walter Wade Trotter by deed of Wallace Wade Trotter, dated February 15, 1962 and recorded in Deed Book 698, page 427, R. M. C. Office for Greenville County.

Mortgagor hereby warrants that this is the first and only encumbrance on this property** 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 I do hereby bind myself and my 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 me and my 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 Walter Wade Trotter, 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 Company and in case that I or my 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 expense 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 his 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 I/WXX the said, Walter Wade Trotter 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 **and avers that Modern Homes Construction Company built a shell type house on the land conveyed herein and that mortgagor has right to convey said property in fee simple.

In Assignments See A. E. M. Book 898 Page 500
This Mortgage Assigned to Direct Nat'l Bank of Atlanta, Ga.
15 day of March 19 63. Assignment recorded
Vol. 919 of R. E. Mortgages on Page 298