91770 FILED ATTORNEY'S FEES CLAUSES SA 894 PULS JUN 29, 1962 Reuben J. Wilbanks Mrs. Olile Fagusworth The State of South Cardina ... MODERN HOMES CONSTRUCTION COM COUNTY OF GREENVILLE TO, ALL WHOM THESE PRESENTS MAY CONCERN: Send Greeting: WHEREAS I/ WC the said . Reuben J. Wilbanks in and by my (and) certain promissory note bearing date the 6th day of April A.D., 19 62 firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$4965.84)

Four Thousand Nine Hundred Sixty-five & 84/100

Dollars, payable in 108 successive except the final installment, which shall be the balance then due, the first paymonthly installments, each of \$45.98 15 th ment commencing on the 600 day of June 1962, and on the 300 day of June 1962, and on the 300 day of each month thereafter until paid, as in and by the said note and condition thereof, reference being thereinto had, will more fully appear. Now, Know All Men, That I/MM the said Reuben J. Wilbanks 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/se the said Reuben J. W11banks 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 . Greenville County, South Carolina as follows All that certain piece, parcel or lot of land, with improvements thereon, wituate, Tying and being in Oneal Township, Greenville County, State of South Carolina, about three miles Northwest of Greer, S. C., lying South from the Gilreath Mill Road, being a part of tract No. 1 as shown on Plat of Property of George T. Brown Estate made by H.S. Brockman, surveyor, March 22, 1949, having the following courses and distances, to-wit: COMMENCING at an iron pin, center line Valley Lane Road, thence N 87-22 W 136.6 feet to an iron pin, along and with a public dirt road for a point of beginning; thence N 87-22 W 136.6 feet to a stake; thence N 6-15 W 94.6 feet to a stake; thence S 87-22 E 142.9 feet to a stake; thence S 6-15 E 94.6 feet to the point of beginning, being bounded on the South by above said public dirt road, on the West by William S. Benson, on the North and East by lands of George B. Wilbanks and Lola Mae Wilbanks according to deed from and cast by lands of George B. wildarks and Lola Mae Wilbanks, dated April 29, 1958 and recorded in the R.M.C. Office for Greenville County in Deed Book 597 at page 298. Above land conveyed to Reuben J. Wilbanks by deed of George B. Wilbanks and Lola Mae Wilbanks, dated April 6, 1962 and recorded in Deed Book 700, page 143, R.M.C. Office for Greenville County. 1958 and recorded Above land con-Mortgagor hereby warrants that this is the first and only encumbrance on this property 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. 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. I do hereby bind myself and my Administrators, to warrant and forever defend all and singular the said Premises upuo 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 af 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 Reuben J. Wilbanks,

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 expenses of such insurance, together with interest on the amount so paid, 24 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 there of, 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/We the said, Reuben J. Wilbanks

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 For satisfaction to this morty Satisfaction Book 1 Page 44. SATISFIED AND CANCELLED OF RECORD R. M. C. FOR GREENWILLE COUNTY, AT 12.02 OCLOCK P. M. NO.