

The State of South Carolina,

COUNTY OF Greenville

Jerry Johnson and Lula Mae Ferguson TO (Common-Law Wife) MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia

BOOK 941 PAGE 429

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We, the said Jerry Johnson and Common-law-wife, Lula Mae Ferguson in and by my (our) certain promissory note bearing date the 26th day of October A.D., 1963 am/are indebted to the said Modern Homes Construction Company, or order, in the sum of

Six Thousand Three hundred Thirty-three and 12/100--- Dollars, payable in 144 successive monthly installments, each of \$ 43.98, with the first payment commencing on the 15th day of January, 1964, and payable on the same 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/We the said Jerry Johnson and common-law-wife, Lula Mae Ferguson for and in consideration of the said debt and sum of money aforesaid, and for 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 in hand well and truly paid by the said Modern Homes Construction Company at and before the sealing and delivery of the 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, certain real estate in Greenville County, South Carolina, as follows:

That certain lot of land designated as Lot 1-G of Block No. 1 as shown on plat of the B. J. Sherman Estate made by B. J. Brockman September 25, 1942 in Chick Springs Township, School District 9-H, Greenville County and State of South Carolina, in the new western limits of the City of Greer, and having the following courses and distances, to-wit: BEGINNING on the western edge of a 15 foot road at the southeastern corner of said Lot and running with said Lot N. 17-48' 30" Seventy (70) feet to corner of Lot No. 1-H; thence as dividing line between 1-G and 1-H lots N. 72-12' 30" Sixty-eight and six-tenths (68.6) feet to iron pin on the Earl Duncan Estate line; thence with that line S. 17-48' 30" Seventy (70) feet to an iron pin; thence dividing 1-F and 1-G lots S. 72-12' 30" Sixty-eight and six-tenths (68.6) feet to the beginning corner.

This is the same property as conveyed to Jerry Johnson and Lula Mae Ferguson by deed from Elmer M. Edwards dated August 9, 1962 and recorded in Book 704, Page 290, public records of Greenville County, S. Carolina.

ALL OF: All that piece, parcel or lot of land in Chick Springs Township, Greenville County, South Carolina in the City of Greer, south of Forest Street on an unnamed street, being described as follows: BEGINNING at an iron pin on an unnamed street and running thence S. 17-31' 0" 105 feet to land of Mrs. Earle Duncan; thence S. 72-31' 0" 68.3 feet to an iron pin; thence, N. 17-30' 0" 105 feet to iron pin; thence N. 72-00' 0" 68.3 feet at the point of beginning and being a portion of the land conveyed to Jerry Johnson and Lula Mae Ferguson by Mrs. Earl Duncan, et al.

This is the same property as conveyed to Jerry Johnson and Lula Mae Ferguson by deed from Thomas J. Brooks and Viola Brooks dated October 3, 1963 and recorded in book 734, Page 523, public records of Greenville County, South Carolina.

This being the same property on which Modern Homes Construction Company erected a shell-type frame house for the mortgagor herein. The mortgagor herein 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 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, 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 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 Jerry Johnson and Lula Mae Ferguson and 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, with extended coverage in the amount of \$ 3,350.00 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 its name, and reimburse itself for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of Six per centum (6%), per annum, from the date of such payment, under this Mortgage.

ATTEST: My commission expires the 31st day of June, 1965. Ollie M. Smith, B. M. C. FOR GREENVILLE COUNTY, S. C.

Witness my hand and seal this 28th day of June, 1965. Ollie M. Smith, Deputy

THIS MORTGAGE AGREEMENT WAS RECORDED IN BOOK 941 PAGE 429