

GREENVILLE
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BOOK 942 PAGE 427

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

The State of South Carolina,

COUNTY OF Greenville

Kenneth Poole and wife, Thelma Poole
TO
MODERN HOMES CONSTRUCTION COMPANY
P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS ~~we~~ the said Kenneth Poole and wife, Thelma Poole in and by ~~us~~ (our) certain promissory note bearing date the 5th day of December A.D. 1963 am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Seven Thousand Three Hundred Forty-one and 12/100— Dollars, payable in 144 successive monthly installments, each of \$. 50.98 , with the first payment commencing on the 1st day of March 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 ~~we~~ the said Kenneth Poole and Thelma Poole 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:

All that piece, parcel or lot of land in O Neal Twp., Greenville County, State of South Carolina, lying on the east side of the Tigerville Road, near Bates and o Neal Twp. line contains one and 1/10 acres, more or less, having the following metes and bounds; BEGINNING at a point in Tigerville Road, northwest corner of Carl Styles lahd and running thence S 71-10 E 210 feet to iron pin; thence S 9-28 W. 227.8 feet to iron pin; thence over iron pin on bank of Tigerville Road, N. 71-10 W. 210 feet to point in road; thence N. 9-28 E 227.8 to beginning corner.

This is the same property conveyed to Kenneth Poole and wife, Thelma Poole by Deed of Carl Styles dated December 9, 1961 and recorded in Book 688, Page 253, public records of Greenville County, South Carolina.

This being the same parcel of land 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 Kenneth Poole and Thelma Poole, 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 \$ 4,100.00 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.

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 successors 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 ~~we~~ the said Kenneth Poole , and wife, Thelma Poole 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 according to the true intent and meaning of said note, and all sums of money provided to be paid by the