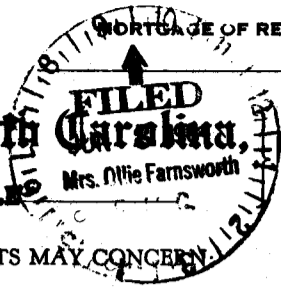


The State of South Carolina

COUNTY OF GREENVILLE



GEORGE E. BROWN and EMMA LEE BROWN

TO MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia

800 901 PAGE 111

TO ALL WHOM THESE PRESENTS MAY CONCERN Send Greeting:

WHEREAS We, the said George E. Brown and Emma Lee Brown, in and by my (our) certain promissory note bearing date the 21st day of May A.D., 1964 are indebted to the said Modern Homes Construction Company, or order, in the sum of Five Thousand Two Hundred Six and 14/100 (\$5,206.14)----- Dollars, payable in 93 successive monthly installments, each of \$ 55.98 , with the first payment commencing on the 15th day of June , 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 George E. Brown and Emma Lee Brown, 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 part, parcel or lot of land, with improvements thereon, situate, lying and being in Gantt Township, County of Greenville, State of South Carolina and being known and designated as Tract No. 2 on Plat No. 1 of the property of E. W. Brown Estate by Woodward Engineering Co., February, 1957 and recorded in the R. M. C. Office for Greenville County in Plat Book 00, page 320 and having, according to said plat, the following metes and bounds; BEGINNING at an iron pin on County Road leaving Staunton Bridge Road, Joint corner of Tracts 1 & 2 and running thence along the line of Tracts 1 & 2, from center of said County Road, N. 6 W. 453.3 feet to an iron pin, joint rear corner of Tracts Nos. 1 & 2; thence running S. 68-57 W. 110 feet to an iron pin, joint rear corner of Tracts Nos. 2 & 3; thence running S. 8-10 W. 431.1 feet along the line of Tracts 2 & 3; to center of said County Road; thence running N. 85-35 E. 212 feet to the point of beginning. Said tract contains 1.57 acres, more or less. Being a portion of that tract of land conveyed to James A. Brown by deed of E. Inman, Master of Greenville County in the case of Hattie et al vs Willie Martin (see judgment roll H-7608) dated the 25th day of November, 1959, and recorded in the R. M. C. Office for Greenville County in Deed Book 639, at page 438. Being the same property conveyed to Raymond L. Brown by James A. Brown, by deed recorded in the R. M. C. Office of Greenville County in Book 716 at page 215.

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 George E. Brown and Emma Lee Brown, 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 \$ 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 if We the George E. Brown and Emma Lee Brown 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

Handwritten signatures and notes at the bottom of the page, including 'Satisfied and Canceled by Heirs' and 'Modern Homes Construction Co.'.