

The State of South Carolina,

COUNTY OF Greenville

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I, ~~###~~ the said Kyle Robert Smith

in and by my ~~####~~ certain promissory note bearing date the 15th day of May A.D., 19 64 am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Six Thousand Six Hundred Seventy-eight and 72/100---(\$6,678.72) Dollars, payable in 144 successive monthly installments, each of \$ 46.38, with the first payment commencing on the 15th day of August, 19 64, 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, ~~###~~ the said Kyle Robert Smith 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 certain piece, parcel or lot of land in Greenville County, State of South Carolina, in Austin Township, situate, lying, and being on the eastern side of Scuffletown Road and having the following metes and bounds, to-wit: BEGINNING at a point in the center of Scuffletown Road at the northern most corner of W. H. Smith property; thence along center of said road, S 150 feet to a point; thence N 61 E 220 feet to a point; thence in a northerly direction parallel to the line in center of said road 150 feet to a point in the northern most boundary of W. H. Smith property; thence S 61 W 220 feet to the point of beginning and containing 75/100 acres, more or less.

This is the same property conveyed to Kyle Robert Smith by Deed from W. H. Smith dated May 4, 1964 and recorded in Book 749, Page 114, Office of the Clerk of Court 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 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, 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 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

Kyle Robert Smith, 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, with extended coverage in the amount of \$ 4,000.00 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 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 & 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 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 I, ~~###~~ the said Kyle Robert Smith, 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

(TUMBLE)

RECORDED AND CANCELLED OF RECORD

30th DAY OF March 1964

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 8:56 O'CLOCK A. M. NO. 14935

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 117 PAGE 663