

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

The State of South Carolina, }
COUNTY OF Greenville

Jesse James McKinney and wife, Agnes C. McKinney
TO
MODERN HOMES CONSTRUCTION COMPANY
P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We, the said Jesse James McKinney and wife, Agnes C. McKinney in and by (our) certain promissory note bearing date the 15th day of July A.D., 19 64 am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Eight Thousand Five Hundred Fourteen and 72/100----(\$8,514.72) Dollars, payable in 144 successive monthly installments, each of \$ 59.13 , with the first payment commencing on the 1st day of October , 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 We the said Jesse James McKinney and wife, Agnes C. McKinney 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 situate, lying and being in the County of Greenville, State of South Carolina on the northern side of a county road (known as Valley Road) and being known and designated as part of Lot No. 9, Block 1, Sheet 505.7 of the Greenville County Block Book Department, said lot containing approximately three acres, more or less, and having the following courses and distances, to-wit: BEGINNING at a point in the center of a county road (also known as Valley Road, said point being approximately 1180 feet west of the easternmost corner of Lot No. 9, said point being where Valley Road intersects Lot No. 5, Block 1, Sheet 505.7, said point being more specifically located directly west and adjacent to water line right-of-way which intersects said lot and running thence with the water line in a northwesterly direction 300 feet, more or less; thence running in a southwesterly direction 437 feet, more or less, to a point adjacent to and east of the power line which intersects said property and running thence with said power line in a southeasterly direction 700 feet, more or less, to a point in the center of Valley Road; thence with the center of Valley Road in a northeasterly direction 292 feet, more or less, to the point of beginning. This being approximately three acres out of the original sixty acre tract which was conveyed to Claude Cruell by deed dated November 29, 1949 and recorded in the R. M. C. Office for Greenville County in Deed Book 453, Page 509.

This being the same property conveyed to Jesse James McKinney and Agnes C. McKinney by Deed from Claude Cruell dated July 1, 1964 and recorded in Book 754, Page 65, 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 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 Jesse James McKinney and, Agnes C. McKinney, 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 \$ 5,100.00 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 Mortgagors & 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 said Jesse James McKinney and Agnes C. McKinney 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

Satisfied and paid in full this 30th day of May 1968.

*Modern Homes Finance Company
M. M. De Loach Vice President*

*Witness Judith A. Hall
Faynell Schomberg*

SATISFIED AND CANCELLED ON RECORD
21 DAY OF June 1968
Ellie Farver
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:30 O'CLOCK A. M. 32880

This Mortgage Assigned to First Natl. Bank of Atlanta, Ga. on 9 day of June 1964. Vol. 984 p. 118