

The State of South Carolina,

Catherine B. Fendley, individually and husband Thomas Fendley by Catherine B. Fendley as Power of Attorney for Thomas Fendley MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS #We, the said Catherine B. Fendley and Thomas Fendley in and by####(our) certain promissory note bearing date the 17th day of December A.D., 19 64 am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Eight Thousand Six Hundred Seventy-one and 68/100----(\$8,671.68) Dollars, payable in 144 successive monthly installments, each of \$ 60.22 , with the first payment commencing on the 1st day of March , 19 65 , 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 Catherine B. Fendley and Thomas Fendley 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, situate, lying and being off West Butler Avenue, near the City of Mauldin, in Greenville County, South Carolina, and having the following metes and bounds, to-wit: Beginning at an iron pin located on the Western side of a dirt road approximately 250 yards North of West Butler Avenue and running thence along said dirt road N. 31-46 E. 150 feet to a point on the Eastern side of said dirt road along the line of property now or formerly of William Greer; thence running across said dirt road N. 82-00 W. 150 feet to a point; thence running S. 31-46 W. 150 feet to a point on Smith line; thence running with said Smith line S. 82-00 E. 150 feet to an iron pin on the Western side of said dirt road, the point of beginning.

This is the same property conveyed to Thomas Fendley and Cathrine B. Fendley by Deed from Edna Brockman Finley dated December 4, 1964 and recorded in Book 763, Page 528, Office of the Clerk of Court, 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 Catherine B. Fendley and Thomas Fendley, 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 \$ 5,000.00 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 s & theiHeirs, 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 Catherine B. Fendley and Thomas Fendley 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

This mortgage assigned to First Natl Bank of Atlanta, Ga. on 24 day of Feb 1965. Assignment recorded in Vol. 987 of R. E. Mortgages on Page 667



FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 58 PAGE 680

RECORDED AND CANCELLED BY REC'D 22nd Jan 78 M. C. FOR GREENVILLE COUNTY, S. C. AT 4:11 O'CLOCK P. M. NO. 38555