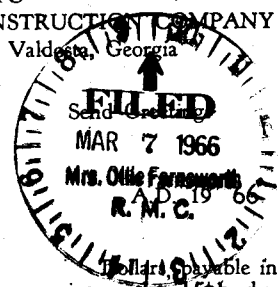


MORTGAGE OF REAL ESTATE TO SECURE NOTE—WITH INSURANCE, TAX AND ATTORNEY'S FEES CLAUSES

The State of South Carolina,  
COUNTY OF Greenville

Robert Fortson and wife, Esther S. Fortson  
TO  
MODERN HOMES CONSTRUCTION COMPANY  
P. O. Box 1331, Valdosta, Georgia



TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS ~~##~~We, the said Robert Fortson and wife, Esther S. Fortson in and by ~~###~~(our) certain promissory note bearing date the 24th day of February am/are indebted to the said Modern Homes Construction Company, or order, in the sum of **Seven Thousand Eight Hundred Thirty-five and 04/100—(\$7,835.04)** ~~144~~ successive monthly installments, each of \$ **54.41**, with the first payment commencing on the 15th day of **May**, 19 **66**, 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 Robert Fortson and wife, Esther S. Fortson 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 lot of land in the County of Greenville, State of South Carolina, known and designated as Lot No. 1 of the property of Thomas Sherman, as shown by plat thereof made by C. O. Riddle, R. L. S., February, 1964, which plat is recorded in the R. M. C. Office for Greenville County said property fronting on Uneeda Drive, and having the following metes and bounds:

Beginning at an iron pin on the western side of Uneeda Drive and running thence with the western side of said Drive, N 5-27 W. 150 feet to a pin at the joint front corner of Lots 1 and 2; thence with the line of Lot 2, S. 84-33 W. 200 feet to an iron pin in the line of Louers; thence with that line S. 4-52 E. 118.4 feet to an iron pin on the line of Johnson; thence with that line and with the property of Sherman, S. 86-30 E. 203.5 feet to the beginning corner.  
This property is subject to a certain power line shown on said plat.

For a more complete description attention is directed to Plat prepared by Carolina Engineering and Surveying Company, Greenville, South Carolina, dated February 16, 1966, recorded in Book MMM, Page 147, Office of the Clerk of Court, Greenville County, South Carolina.

This is the same property conveyed to Robert Fortson and Esther S. Fortson by Deed from Thomas V. Sherman dated February 15, 1965, recorded in Book 767, Page 483, Office of the Clerk of Court, Greenville County, South Carolina.

This being the same property on which Modern Homes Construction Company erected a dwelling 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

Robert Fortson and Esther S. Fortson, 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 \$4,500.00 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&~~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 Robert Fortson and Esther S. Fortson 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, as Tr,  
on 4 day of April, 1966. Assignment recorded  
in Vol. 1029 of R. M. Mortgages on Page 525

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 65 PAGE 124

SATISFIED AND CANCELLED OF RECORD  
16th DAY OF March, 1979  
Debbie S. Jenkins  
R. M. C. FOR GREENVILLE COUNTY  
AT 2:37 O'CLOCK P. M. NO. 26617