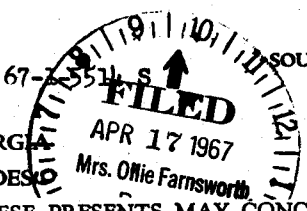


Roscoe W. Woodruff



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

THE STATE OF GEORGIA COUNTY OF LOWNDES TO ALL WHOM THESE PRESENTS MAY CONCERN: MODERN HOMES CONSTRUCTION COMPANY TO The First National Bank of Atlanta, as Trustee

Whereas The said MODERN HOMES CONSTRUCTION COMPANY, a Florida Corporation with its principal of- fice located at Valdosta, Georgia, hereinafter referred to as Mortgagor, in and by its certain promissory note bearing date the 17 day of February A.D., 19 67, stands firmly held and bound unto the said The First National Bank of Atlanta, as Trustee order, in the sum of Seven Thousand Seven Hundred Seventy-Six and 00/100 Dollars (\$ 7,776.00 ), payable in 11 1/4 successive monthly installments, each of \$ 54.00, the first payment com- mencing on the first day of March, 19 67, and on the first 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 the said Mortgagor for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowldgd, has grant- ed, bargained, sold and released, and by these Presents DOES GRANT, bargain, sell and release unto the Mortgagee, its successors and assigns, certain real estate in Greenville County, South Carolina, described as follows:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in Chcik Springs Township, Greenville County, State of South Carolina, being on the Southeastern side of Rutherford Road and being shown as an unnumbered lot on plat of property of W.W. Trotter recorded in the R.M.C. Office for Greenville County, in Plat Book WW, page 217 and having the following metes and bounds, to-wit: Beginning at an old nail in the center of Rutherford Road at the corner of property of A.E. Holton, said nail being 3,210 feet from the center of Highway h15 wherein Rutherford intersects with Highway h15, and running thence S.82-30 E. 90.7 feet to an iron pin; thence S. 33-27 E. 11 1/4 feet to an iron pin; thence a new line S.48-43 W. 5 1/4 feet to an iron pin; thence N.42-49 W. 207 feet to an iron pin in the center of Rutherford Road; thence along the center of said Rutherford Road as a line N.32-22 E .20 feet to the beginning corner; and containing 1/4 acre, more or less. This is the same property conveyed to Modern Homes Construction Company by deed of E. Inman, Master, being formerly the property of Wallace W. Trotter and Lynette H. Trotter, dated September 14, 1966 & recorded in Vol. 806, page 31, records of Greenville County, S.C. ALSO: All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, being on the Southeastern side of Rutherford Road and being a part of and carved from a 4.36 acre parcel of land shown as the property of W.W. Trotter on a survey plat thereof as recorded in Plat Book WW, page 217 & being further and more particularly described as follows, to-wit: Commence at an old nail in the center of Rutherford Road, at a corner to property of A.E. Holton, said nail being 3,210 feet from the center of Highway h15, being the most Northerly corner of the said 4.36 acres as shown on said survey plat and running thence S.32 deg. 22 min. West for a distance of 20 feet to the point of beginning of the property herein des- cribed. From the said point of beginning, run thence South 32 deg. 22 min. West for a distance of 20 feet to a point; thence run South 42 deg. 49 im. East to the East boundary of said 4.26 acre tract; thence run North 16 deg. 15 min. West along said East boundary of said 4.36 acre tract, to a point which is South 82 deg. 30 min. East 90.7 feet and South 33 deg. 27 min. East 11 1/4 feet from the nail at the center of Rutherford Road which is the point of Com- mencement above referred to; thence run South 48 deg. 43 min. West for a distance of 5 1/4 feet to an iron pin; thence run North 42 deg. 49 min. West for a distance of 207 feet to the point of beginning & being & containing 1/4 acre, more or less. Said plat recorded in Volume WW at page 218 in the Office of the Register of Messe Conveyances for Greenville Cty. S.C. is, by reference, incorporated herein & made a part hereof. This is the same property conveyed to Modern Homes Construction Company by deed from Walter Wade Trotter dated Feb. 6, 1967 & recorded in Book No. 814, page 317, Greenville County, S.C. records, TOGETHER with all and singular the Rights, Members, Hereditaments and Appurteantes to the said Premises belong- ing, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular, the said Premises unto the said Mortgagee, its successors and assigns forever.

AND The Mortgagor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said Premises unto the said Mortgagee, its successors and assigns, from and against its successors 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 of interest or princi- pal 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 Mortgagor, its successors and assigns, shall and will insure the house and buildings on said lot, and keep the same insured from loss or damage by fire, and assign the Policy of Insurance to the said Mortgagee and in case that it shall, at any time, neglect or fail so to do, then the said Mort- gagee may cause the same to be insured in its name, and reimburse itself for the premium and expenses of such insurance, to- gether 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.

Satisfied and paid in full this 25 day of November 1968. The First National Bank of Atlanta By J. L. Hill Senior Corporate Trust Officer By Frank L. Rozelle Jr. Asst. " " Notary Public Lynn E. Miller



SAISFIED AND CANCELLED OF RECORD 19 DAY OF Dec. 19 68 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A. M. NO. 14859