

20 Sept. 65 1085 89
Modern Homes Const. Co.

JUL 8 1959 A.M.
MORTGAGE OF REAL ESTATE TO SECURE NOTE-WITH INSURANCE TAX
AND ATTORNEY'S FEES CLAUSES



Frank D. Smith and Myrtle L. Smith

The State of South Carolina,

TO BOOK 795 PAGE 91

County of GREENVILLE
Mrs. Ollie Farnsworth
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: MODERN HOMES CONSTRUCTION COMPANY

Send Greeting:

WHEREAS ~~by~~ We the said Frank D. Smith and Myrtle L. Smith in and by ~~us~~ (our) certain promissory note bearing date the 22 day of June A.D., 19 59, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Three Thousand Five Hundred Eighty-nine and 20/100 (\$3589.20) and 85/100 (\$49.85) Dollars, payable in 72 successive monthly installments, each of Forty-nine Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of September, 19 59, 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 ~~by~~ We the said Frank D. Smith and Myrtle L. Smith for and in consideration of the said debt and sum of money aforesaid, and for the 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 ~~us~~ us the said Frank D. Smith and Myrtle L. Smith in hand well and truly paid by the said Modern Homes Construction Company at and before the sealing and delivery of these 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 All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, located in the New City Limits of Greer, South Carolina, lying on the South side of Hammond Avenue, and being known and designated as Lot No. 4 on a plat of property made for A. R. Genoble by H. S. Brockman, Surveyor, dated December 15, 1952, and having the following metes and bounds according to said plat, to-wit: BEGINNING at a point on the South side of Hammond Avenue, at the joint front corner of Lots 4 and 5 and running thence S. 0-45 W. 178.5 feet along the east side of Lot 5; thence S. 89-03 E. 50 feet along Charles E. Taylor and O. P. Smith property to rear corner of Lot 1; thence N. 0-45 E. 179 feet along the rear lines of Lots 1, 2, and 3 to a point on the South side of Hammond Avenue; thence N. 89-14 W. 50 feet along the south side of said Avenue, to the beginning corner. Above land conveyed to Modern Homes Construction Company by deed of E. Inman, Master for the County of Greenville, dated January 22, 1959, and recorded in Deed Book 616 at page 32, R.M.C. Office for Greenville County; and conveyed to Frank D. Smith and Myrtle L. Smith by deed of Modern Homes Construction Company, dated June 22, 1959, and recorded in Deed Book _____ at page _____, Records of Greenville County. Mortgagors hereby warrant 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, Heirs 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, Heirs 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 of interest or principal 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 Frank D. Smith and Myrtle L. Smith, 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, 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 their name, and reimburse themselves for the premium and expenses of such insurance, 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.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor 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 Executors, Administrators 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 ~~by~~ We the Frank D. Smith and Myrtle L. 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, with the interest thereon, if any shall be due, according to the true intent and meaning of the said note and all sums of money provided to be paid by the Mortgagor

The Commitment See U.S. Bank Book 808 Page 308

This Mortgage Assigned to Other Credit Corp. on 12 day of Oct. 1968. Assignment recorded in Book 795 Page 111

Satisfied and paid in full this 12th day of February 1968.
Modern Homes Construction Company
Mr. Marshall L. Loper Vice President
ATTEST
E. M. C. FOR GREENVILLE COUNTY
AT GREENVILLE, S. C. 22, 1968