

FILED

MORTGAGE AND ESTATE TO SECURE NOTE-WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES



Raymond O. Parris

The State of South Carolina

TO BOOK 795 PAGE 93

COUNTY OF GREENVILLE

Mrs. Ollie Farnsworth

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

Send Greeting:

WHEREAS I/we the said Raymond O. Parris in and by my (xxx) certain promissory note bearing date the 2 day of July A.D., 19 59, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Four Thousand Two Hundred Forty-four, and 40/100 Dollars, payable in 72 successive monthly installments, each of Fifty-eight and 95/100 (\$58.95) Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of September, 1959, 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 I/we the said Raymond O. Parris 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 me/as the said Raymond O. Parris 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 certain 100' x 200' lot or parcel of land; a part of that certain 4.55 acres + conveyed to mortgagor by deed of George Cox, dated Jan. 3, 1952, recorded in Leed Book 448, page 353, R.M.C. Office for Greenville County, S.C.; lying and being situate in O'Neal Township, Greenville County, South Carolina; portion herein conveyed being on the NE side of Bright road, bound on the SW by said Bright road, and measuring thereon 100'; on the SE and NE by lands of the mortgagor and measuring on the SE 200' and on the NE 100'; on the NW by lands of, or formerly N. E. Bright, and measuring thereon 200', be the same more or less. Portion herein conveyed being the SW corner of mortgagor's Tract 5 of land.

Mortgagor hereby 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, Heirs and Assigns forever.

AND I do hereby bind myself and my 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 me and my 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 Raymond O. Parris, his 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 I or my 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 his 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 I/we the Raymond O. Parris 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

This Mortgage Assigned to Modern Homes Construction Co. on day of March 1964. Assignment recorded in Vol. 795 of R. E. Mortgages on Page 93.

Witnesses: Lullace Crain, Agnes Schomberg, M. W. Leach, Vice President. Satisfied and Paid in full, this 13th day of March, 1964. Modern Homes Construction Company. Notary Public, Georgia. State of Georgia. My Commission expires Dec. 28, 1965. Ollie Farnsworth. R. E. C. FOR GREENVILLE COUNTY, S. C. 4:11 P.M. MAR. 24, 1964. NO. 35096.