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Mr. Clerk

BOOK 797 PAGE 319

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

# The State of South Carolina,

Lauree Dawkins  
TO

COUNTY OF GREENVILLE

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

Send Greeting:

WHEREAS I/~~we~~ the said **Lauree Dawkins**  
 in and by my (~~our~~) certain promissory note bearing date the **17th** 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  
 seventy-eight and 88/100** Dollars, payable in **60** successive monthly installments, each of **\$67.98**  
 (**\$4078.80**) Dollars, except the final installment, which shall be the balance then due, the first payment com-  
 mencing on the first day of **October**, 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 I/~~we~~ the said **Lauree Dawkins**  
 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/~~us~~ the said **Lauree Dawkins** 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 piece, parcel or  
 lot of land in Greenville County, State of South Carolina, on the northwest-  
 ern intersection of Maggie Street and Drummond Court, near the City of Green-  
 ville, being known and designated as Lot No. 14 on plat of Fairfield Place,  
 prepared by L. P. Slattery dated Nov. 1952, recorded in Plat Book BB, at page  
 141 and having the following metes and bounds, to wit: BEGINNING at an iron  
 pin on the Southwest side of Maggie Street, joint front corner of Lot 16 and  
 running thence with the line of said lot, S. 43-50 W. 85 feet to an iron pin,  
 rear corner of Lot 18; thence with line of said lot, S. 50-31 E. 149.8 feet  
 to an iron pin on the northwest side of Drummond Court; thence with the North-  
 west side of said Court, N. 46-56 E. 53.3 feet to an iron pin, near the inter-  
 section of said Court with Maggie Street; thence with the curve of said inter-  
 section, the traverse of which is N. 1-20 E. 27 feet to an iron pin, southwest  
 side of Maggie Street; thence with the Southwest side of said Street, N. 46-10  
 W. 135 feet to the beginning corner. Being the same property conveyed to  
 Luther Jackson by Maggie D. King as noted in Deed Volume 571, page 513. This  
 property is known on the Block Book as being Tax District 156-Sheet 384, Block  
 1, Lot 36. The above land conveyed to mortgagor by deed of Luther Jackson,  
 dated May 11, 1959, and recorded in Deed Book 623 page 475, R.M.C. Office  
 for Greenville County.  
 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 succes-  
 sors, 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  
**he 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 **Lauree Dawkins, 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 Com-  
 pany 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 Execut-  
 ors, Administrators or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part there-  
 of, 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  
**Said Lauree Dawkins** 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

For Assignment see H. & M. Book 820 Page 452