

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

The State of South Carolina

FILED SEP 24 1959 A.M.



Mrs. Ollie Farnsworth R. M. C.

W. R. Emery and Dora Emery TO

COUNTY OF GREENVILLE

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

Send Greeting:

WHEREAS We the said W. R. Emery and Dora Emery in and by our certain promissory note bearing date the 21 day of September A.D., 19 59 , stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Three Thousand Forty-three and 80/100 Dollars, payable in 60 successive monthly installments, each of 57.73 Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of December 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 We the said W. R. Emery and Dora Emery 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, with improvements thereon, situate, lying and being in the State of South Carolina. Greenville County in Saluda Township, measuring 420' on its NE and SW sides and 105' on its NW and SE sides, bound on the NW by the Buncombe Road, and on its other three sides by lands of the mortgagors, the NW corner of this lot measures 90' South along the Buncombe road from the NW corner of that certain 9 acres + conveyed to mortgagors by deed of W. G. Bayne, dated March 30, 1957, and recorded in Deed Book 574 on page 159, R. M. C. office for Greenville County, S. C.

Mortgagors hereby warrant that this is the first and only encumbrance on his 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 W. R. Emery and Dora Emery 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 We the W. R. Emery and Dora Emery 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

In Satisfaction to this Mortgage See R. E. M. Book 1141 Page 92.

SATISFIED AND CANCELLED OF RECORD 3 DAY OF November 69 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY S. C. 2:35 P.M. 10400.

For Assignment see R. E. M. Book 870 Page 580 For Assignment see R. E. M. Book 891 Page 576.