

FILED

BOOK 809 PAGE 359

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

NOV 21 1959



LAURA JEAN JOHNSON

TO

The State of South Carolina

COUNTY OF GREENVILLE

Mrs. Ollie Farnsworth

TO ALL WHOM THESE PRESENTS MAY CONCERN: MODERN HOMES CONSTRUCTION COMPANY R. M. C.

Send Greeting:

WHEREAS I/~~WE~~ the said *Laura Jean Johnson* in and by my (our) certain promissory note bearing date the 16th day of November A.D., 1959, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of *Four Thousand Five Hundred Forty-Eight and 96/100* Dollars, payable in 72 successive monthly installments, each of \$63.18

\$4548.96 Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of February, 1960, 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 *Laura Jean Johnson* 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 *Laura Jean Johnson* 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 lot of land, with the improvements thereon, situate, lying and being in the Piedmont Manufacturing Company Villiage in or near the Town of Piedmont, Greenville County, S. C., and being more particularly described as the northern section of Lot 153, section 4, as shown on a plat of said lot by J. Pan Lee, R.L.S., dated September 19, 1959, and being more particularly described as follows: Beginning at I.P. on the southern line of Lot 154 as shown on said plat; thence SE 81.2' to a stake, the dividing line of Lot 153 as shown on said plat; thence N 87-25 E 61.0' to a stake on the Western line of Lot 155 thence with said line of lot 155 N 13 E 74.3' to a point on line of Lot 154 as shown on said plat, said point being located on the right of way of a road; thence with the southern line of Lot 154 N 83-27 W 101.2' to the beginning I.P.; and being a part of the lands conveyed to Charles F. Seawright by deed of J. P. Stevens & Company, Inc., dated November 1, 1950 and recorded in Deed Book 424 on Page 173, R.M.C. office for Greenville County, S. C.

Above land conveyed to Laura Jean Johnson by deed of Charles F. Seawright dated October 24, 1959, and recorded in Deed Book _____ Page _____, Greenville County Records.

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 *Laura Jean Johnson*, her 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 her 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 *Laura Jean Johnson* 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

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