

The State of South Carolina

COUNTY OF Greenville

FILED DEC 22 1959 A.M.



Mrs. Ollie Farnsworth R. M. G.

Hugh Walter Moon TO

812 PAGE 279

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

Send Greeting:

WHEREAS I/~~We~~ the said Hugh Walter Moon in and by my (our) certain promissory note bearing date the 15 day of December A.D., 1959, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Three Thousand Three Hundred One and 20/100 Dollars, payable in 72 successive monthly installments, each of \$45.85 \$3301.20 Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of January, 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 Hugh Walter Moon 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~~ the said Hugh Walter Moon 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

This being a small lot or portion of the land conveyed to Hugh W. Moon by deed of H. A. Moon, said deed dated April 7, 1953 and recorded in the office of the R.M.C. for Greenville County, South Carolina, in Book 577 at page 89, and being located and situated in West Dunklin Township, Greenville County, S.C. and joining the land of Drake Epps, and having the following metes and bounds: Beginning at an iron pin on the north side of property of Hugh W. Moon and Drake Epps, thence along Pine Tree Road 75 feet to an iron pin; thence in a northeasterly direction along line of Hugh W. Moon 125 feet to an iron pin; thence south along line of Hugh W. Moon 75 feet to an iron pin; thence in a southwesterly direction 125 feet to the beginning corner Above land conveyed to Nigal Mahaffey by deed of Hugh W. Moon dated March 19, 1959, and recorded in Deed Book Page Records of said Greenville, County, S. C. Above land conveyed to Modern Homes Construction Company by deed of Nigal Mahaffey, dated Nov. 13, 1959, and recorded in Deed book 639, page 457 Greenville County Records. Above land conveyed to Hugh Walter Moon by deed of Modern Homes Construction Company by deed dated December 10th, 1959, and recorded in Deed Book Page Greenville County Records.

Mortgagor hereby warrants that this is the first and only encumbrance on this property and that Modern Homes Construction Company built a shell type house on the lot herein conveyed.

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 Hugh Walter Moon, 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 Hugh Walter Moon 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 R. & M. Book 827 Page 213 For Assignment see R. & M. Book 827 Page 215

