

This Mortgage Assigned to Modern Homes Finance Co.
30 Sept. 1967 Assignment recorded
Vol. 124 of R. E. Mortgages on Page 14

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

The State of South Carolina,

H. W. McKenzie B30A 825 PAGE 357

TO

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/~~We~~ the said H. W. McKenzie
in and by my (~~my~~) certain promissory note bearing date the 12th day of April A.D., 1960, stand
firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Four Thousand
Five Hundred Ten & 80/100 (\$4510.80) Dollars, payable in 72 successive
monthly installments, each of \$ 62.65, except the final installment, which shall be the balance then due, the first pay-
ment commencing on the first day of July, 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 H. W. McKenzie
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 H. W. McKenzie 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 real estate in Greenville
County, South Carolina as follows:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying
and being in Saluda Township, Greenville County, State of South Carolina, and bounded
on the North by State Highway No 130 or the Goodman Bridge Road on the South by O. H.
Kilgore and Myrtle Kilgore on the East by O. H. Kilgore and on the West by Turney Mitchel
and being a part of the O. H. Kilgore and Myrtle Kilgore property located about Four miles
east of Marietta S. C. and being on the South side of State Highway No 130 and having
the following Metes and bounds To-Wit;

Beginning on an iron pin on the south bank of State Highway No 130 and on Turney Mitchel
line and running with said line S. 29: W. 583 feet to a black gum tree thence S. 74:
E 150 feet to an ~~pin~~ adjoining other lands of O. H. Kilgore and Myrtle Kilgore, thence
N. 29 E 583 feet to the rightofway of highway No 130, thence with said rightofway N.
74 W 150 feet to the beginning corner containing two acres more or less.

O. H. Kilgore and Myrtle Kilgore

The above tract of land is a part of the same conveyed to us/by Mrs Cullen B. Sparks by
Deed dated the 12th day of March 1946 and is recorded in the R. M. C. for Greenville
County in Book 288 of Deeds page 416.

Above land conveyed to H. W. McKenzie by deed of O. H. Kilgore and Myrtle Kilgore dated
September 22, 1959, and recorded in Deed Book 641, page 479, Greenville County Registry.

Mortgagors hereby warrant that this is the first and only encumbrance on this property and
that Modern Homes Construction Company built a shell type house on the land conveyed herein
and that mortgagors have right to convey said property in fee simple.

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 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 H. W. McKenzie, 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, H. W. McKenzie 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

Paid and satisfied in full Aug. 31st. 1967.
Home Investment Co.
By P. J. Knox Pres.
witness Lianne Moffa
James J. McCully

SATISFIED AND CANCELLED OF RECORD
5 DAY OF Sept. 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:52 O'CLOCK P. M. NO. 6910

The first Natl. Bk. of Atlanta, as Sr.
28 April 67 489
JW Assignment see B. C. M. Book 831 Page 868
JW Assignment see B. C. M. Book 831 Page 877