BOOK 833 PAGE 266

their Heirs, Executors, Administrators or Assigns, together with the interest thereon, if any shall be due, under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that Homer A. Aspray and Catherine F. Aspray, their Heirs and assigns are to hold and enjoy the said Premises until default of payment shall be made.

AND IT IS FURTHER AGREED AND COVENANTED between the said parties, that in case the debt secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an Attorney for collection, suit, action or foreclosure, or in the event of the foreclosure of any mortgage, prior or subsequent to this mortgage, in which proceeding this mortgagee is made a party, or in the event of the bankruptcy of the mortgagor, or in assignment by the mortgagor for the benefit of creditors, the said Mortgagor. their Heirs, Executors, Administrators or Assigns, shall be chargeable with all costs of collection, including Ten (10%) per cent, of the principal and interest on the amount involved as Attorney's fee, which shall be due and payable at once; which charges and fees, together with all costs and expenses, are hereby secured, and may be recovered in any suit or action hereupon or hereunder.

Witness my Hand and Seal, this 11th day of August in the year of our Lord one thousand nine hundred and sixty, and in the one hundred and eighty-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Archie Davis
Ray A Durham

Homer A. Aspray (L. S.)
Catherine F. Aspray (L. S.)
Homer A. Aspray
Catherine F. Aspray

## The State of South Carolina,

COUNTY OF GREENVILLE

PERSONALLY appeared before me, Archie Davis and made oath that he saw the within-named Homer A. Aspray and Catherine F. Aspray sign, seal and as their act and deed, deliver the within-written Deed; and that he with Ray A. Durham witnessed the execution thereof.

SWORN to before me, this 11th day of August, A. D. 1960

Ray A Durham
NOTARY PUBLIC FOR S. C.
MY COMMISSION EXPIRES AT THE PLEASURE OF THE GOVERNOR.

Archie Davis

## The State of South Carolina,

RENUNCIATION OF DOWER

COUNTY OF GREENVILLE

I, Ray A. Durham, Notary Public for South Carolina do hereby certify unto all whom it may concern that Mrs. Catherine F. Aspray the wife of the within-named Homer A. Aspray did this day appear before me and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named Modern Homes Construction Co., its Heirs and Assigns, all her interest and estate, and also all her right and claim of Dower, of, in, or to all and singular the Premises within mentioned and released.

Given under by Hand and Seal this 11th day of August Anno Domini 19 60

Ray A Durham (L. S.)
Notary Public, My commission expires at the pleasure of the Governor.

Catherine F. Aspray
Catherine F. Aspray

RECORDED AUGUST 16th, 1960, AT 10:00 A.M. #4724

1353 S

## Mortgage Real Estate

I hereby certify that the within Real Estate Mortgage was filed for record in my office at 10:00 A.M. o'clock on the 16th day of August, 19 60, and was immediately entered upon the proper indexes and duly recorded in Book 833 of Real Estate Mortgages, page 265

RMC Greenville County, S. C.

Fee $1.10, 6% Tax .54

60 8 1353

The State of South Carolina
County of GREENVILLE

AUG 16 1960

1.50 XT

4721

Homer A. Aspray and
Catherine F. Aspray

TO

Modern Homes Construction Company
P. O. Box 273
West Columbia, South Carolina