MORTGACE POF REASSE TATE TO SECURE NOTE-WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES

The State of South Carolina,

Billy D. Green

COUNTY OF **GREENVILLE**

Mrs. Ollie Farnswolli

TO ALL WHOM THESE PRESENTS MAY CONCERN: 🚨 💆

Send Greeting:

WHEREAS I/ Was the said Billy D. Green

date of such payment, under this Mortgage.

in and by my (max) certain promissory note bearing date the 31st day of August

A.D., 1960, stand

firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$5056.56)

Five Thousand, Fifty-six and 56/100 , Dollars, payable in 72 successive monthly installments, each of \$ 70.23 , except the final installment, which shall be the balance then due, the first pay-19 60, and on the first day of each month thereafter until November ment commencing on the first day of 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 Billy D. Green 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/xsxthe said Billy D. Green 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 eestate in Greenville County, South Carolina as follows:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, Bates Township, on the South side of Rochester Road, having, according to a plat of survey made by R. B. Bruce, surveyor, July, 1960, the following courses and distances, to-wit: BEGINNING at a point in the center of said Rochester Road and Running S 37-04 E, 90 feet to an iron pin; thence S 31-45 W, 485.7 feet to an iron pin; thence N 39-45 W, 114.5 feet to an iron pin; thence N 06-44 W, 351 feet to a point in the center of said Rochester Road; thence with center of said road, N 86-00 E, 200 feet to a point; thence continuing with said road N73-34 E, 121.2 feet to the point of beginning, containing 2.3 acres, more or less. The above described property is a portion of the same conveyed to James C. Rochester by deed of Mary L. Thompson and B. E. Thompson, October 22, 1954, recorded in the R. M. C. Office for Greenville County in Book 526, page 373, and may be subject to any right-ofway or easements previously conveyed. Above land conveyed to Billy D. Green by deed of James C. Rochester dated July 30, 1960 and recorded in Deed Book 656, Page 112, Greenville County Registry. 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 land conveyed herein and that mortgagor has 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 succession sors, Heirs and Assigns forever.

AND Heirs, Executors and do hereby bind myself and my 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 Heirs, Executors, me and my 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 Billy D. Green 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-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

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/XXX the

said, Billy D. Green 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

Satisfied and paid in full this 28th day of October 1966. Modern Hørnes Finance Company M. M. Le Loach Vice President SATISFIED AND CANCELLED OF RECORD 6 DAY OF Sept. 1968 Witness Sona C. Dougharty Faynell Schomberg Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:08 O'CLOCK A M. NO. 5769