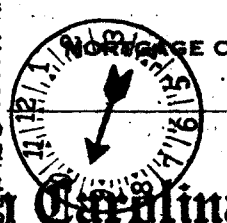


15 November 66 Modern Homes Finance Co. 1247

FILED 26 1960 A.M.



MORTGAGE ON REAL ESTATE TO SECURE NOTE-WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES 837 175

The State of South Carolina

H. J. Blanton and wife, Faye M. Blanton TO MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Send Greeting:

WHEREAS I/We the said H. J. Blanton and wife, Faye M. Blanton in and by my (we) certain promissory note bearing date the 21st day of September A.D., 19 60, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$3596.40)

Three Thousand, Five Hundred, Ninety-six and 40/100, Dollars, payable in 72 successive monthly installments, each of \$ 49.95, except the final installment, which shall be the balance then due, the first payment commencing on the 15th day of December, 19 60, and on the 15th 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. J. Blanton and wife, Faye M. Blanton 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 us the said H. J. Blanton and wife, Faye M. Blanton 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 tract of land, with improvements thereon, situate, lying and being in Greenville Township, Greenville County, State of South Carolina, Lot No. 7 bounded by Curtis Road, Cornell Court extension, and Lots No. 8 and 6. Reference is made to Dalton & Neves plat made in April 1954 on property of Mrs. Farley H. Jones, recorded in Book 287 for a fuller description.

BEGINNING at an iron pin at the joint front corner of Lot No. 7 and Cornell Court Extension or Curtis Road and Cornell Court Extension and running thence along the line of Curtis Road N. 0-44 E 135 feet to the joint rear corner of Lots No. 7 and 8; thence S 76-01 E along the line of said lots 135 feet to the joint rear corner of Lots No. 8 and 6; thence S. 25-44 W. along the line of Lots No. 7 and 6, 150 feet to the joint front corner of Lot 7 and Cornell Court Extension; thence along the line of Lot No. 7 and Cornell Court Extension N. 64-16 W. 75 feet to the point of Beginning.

Above land conveyed to H. J. Blanton and wife, Faye M. Blanton by deed of Farley H. Jones dated September 10, 1960 and recorded in Deed Book 658, Page 376, 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 successors, Heirs and Assigns forever.

AND We do hereby bind ourselves and our 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 us and our 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. J. Blanton and wife, Faye M. Blanton, their 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 We or our 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 their 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 said, H. J. Blanton and wife, Faye M. Blanton 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

Vertical handwritten notes on the right margin: 'The deed... 100.00... of...'

Handwritten signatures and notes at the bottom of the page.

SATISFIED AND CANCELLED OF RECORD DAY OF 1966 R. M. C. FOR GREENVILLE COUNTY, S. C. AT O'CLOCK P. M. NO.

