

FILED

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

838 Plat 181



The State of South Carolina

John C. Brooks and Laura Brooks

TO

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

Mrs. Ollie Farnsworth

TO ALL WHOM THESE PRESENTS MAY COME:

Send Greeting:

WHEREAS We the said John C. Brooks and Laura Brooks in and by our certain promissory note bearing date the 29th 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 (\$2981.52)

Two Thousand, Nine Hundred, Eighty-one and 52/100, Dollars, payable in 72 successive monthly installments, each of \$ 41.41, except the final installment, which shall be the balance then due, the first payment commencing on the first day of November, 19 60, 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 We the said John C. Brooks and Laura Brooks 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 John C. Brooks and Laura Brooks 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 County, State of South Carolina and bounded as follows, to-wit: Beginning at the corner of Lot #3 on Roosevelt Avenue and running thence S 66-15 E 50 feet to the corner of Lot #5, thence N 21-15 W 143.7 feet to a point on line of Lot #14, thence N 70-24 E 50 feet to the corner of Lot #3, thence S 21-15 E to the Beginning corner and being shown on plat of W. R. Williams, surveyed and platted by J. Mac Richardson, March 1950 and recorded in Plat Book at Page 203 in the R. M. C. Office for Greenville County, as Lot #4, Section "D".

Above land conveyed to Grady Johnson by W. R. Williams by deed dated November 28, 1956 and recorded in Deed Book 626, Page 149, Records of Greenville County, South Carolina. Above land conveyed to Modern Homes Construction Company by deed of Grady Johnson dated July 22, 1960 and recorded in Deed Book 658, Page 15, Greenville County Registry. Above land conveyed to John C. Brooks and Laura Brooks by deed of Modern Homes Construction Company dated September 22, 1960 and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, Greenville County Registry.

Mortgagors hereby warrant that this is the first and only encumbrance on this property and avers 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 John C. Brooks and Laura Brooks, 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 We the said, John C. Brooks and Laura Brooks 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. C. Book 845 Page 282  
For assignment see R. M. C. Book 845 Page 285  
For assignment see R. M. C. Book 845 Page 288  
For assignment see R. M. C. Book 877 Page 137

Attest:  
Ollie Farnsworth  
R.M.C.  
at 3:10 P.M.  
# 24717

Lien Released By Sale Under  
Foreclosure 6th day of April  
A.D., 1962 See Judgment Roll  
No. 3429  
E. J. [Signature]  
MASTER