

The State of South Carolina



Ola S. Burger

TO

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/We the said Ola S. Burger in and by my (our) certain promissory note bearing date the 4th day of October A.D., 19 60, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$2926.08)

Two Thousand, Nine Hundred, Twenty-six and 08/100, Dollars, payable in 72 successive monthly installments, each of \$40.64, 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 Ola S. Burger 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 Ola S. Burger 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 Oaklawn Township, Greenville County, State of South Carolina, having the following metes and bounds:

BEGINNING at an iron pin near a large white oak and running thence along the old line S. 74-30 W. 510 ft., more or less, to a County Road known as Holly Drive (said County Road running from Fork Shoals Road to South Carolina Highway #418); thence in a southeasterly direction along said Holly Drive 330 ft. to a point; thence along a newly computed line N. 59-30 E. 300 ft., more or less, to a point in the old line; thence along the old line N. 1-50 W. 210 ft. to the beginning corner.

This is a portion of the property conveyed to Louise C. King by the Easley Lumber Company as shown by its deed recorded in Vol. 399, at page 66. The iron pin which is the beginning point of the tract herein conveyed is the northeastern corner of the tract conveyed to Louise C. King by Easley Lumber Company.

Above land conveyed to Ola S. Burger by deed of Louise C. King dated September 28, 1960 and recorded in Deed Book _____, Page _____, Greenville County Registry.

Mortgagor hereby warrants 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 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 successors, 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 Ola S. Burger, her 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 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 her 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 Ola S. Burger, her 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