

This Mortgage Assigned to Modern Homes Finance Co.
on the 15th day of December 1966. Assignment recorded
in Vol 172 of A. S. Mortgage on Page 444

FILED

MORTGAGE OF NO. 172-1966-44 SECURE NOTE WITH INSURANCE TAX
AND ATTORNEY'S FEES CLAUSES 842 245



Frank E. Boswell

TO

MODERN HOMES CONSTRUCTION COMPANY

Mrs. Ollie Farnsworth

Send Greeting:

The State of South Carolina,

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS I/~~We~~ the said Frank E. Boswell
in and by my (~~our~~) certain promissory note bearing date the 8th day of November A.D., 1960, stand
firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$2120.40)

Two Thousand, One Hundred, Twenty and 40/100 Dollars, payable in 72 successive
monthly installments, each of \$29.45, except the final installment, which shall be the balance then due, the first pay-
ment commencing on the 15th day of December 1960, 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 Frank E. Boswell
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 Frank E. Boswell 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 tract or parcel or land, with the improvements thereon, lying and being situated
in the State of South Carolina, County of Greenville, located on Tugaloo Road, near Marietta,
South Carolina, and being more fully described as follows:
Beginning at a nail and cap in the center of Tugaloo Road at the corner of Kelly property,
and running thence, with Kelly line, N 46 E-- 928' to a stone and I. P.; thence, S 82 W--141.5'
to an I. P.; thence, S 69 W. with Vernon line, 824.9' to a nail and cap in the center of road;
thence, with road S 15-50 E--139.5'; thence S 40 E--72.5'; thence S 52 15 = 142' to the
beginning corner, and containing 4.31 acres, more or less.
Above land conveyed to Modern Homes Construction Company by deed of E. Inman, Master, dated
September 26, 1960 and recorded in Deed Book R, Page 633, Greenville County Registry.
Above land conveyed to Frank E. Boswell by deed of Modern Homes Construction Company dated
November 7, 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
averts 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 succes-
sors, 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 Frank E. Boswell, his
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-
pany 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 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 Execut-
ors, Administrators or Assigns; may pay said taxes, together with any costs or penalties incurred thereon, or any part there-
of, 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, Frank E. Boswell 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

The First Natl. Bk. of Atlanta
28 April 1964
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3W Assignment in R. E. M. Book 846 Page 502
3W Assignment in R. E. M. Book 846 Page 505
3W Assignment in R. E. M. Book 846 Page 508

Satisfied and paid in full this 2nd day of December 1966.
Modern Homes Finance Company
M. M. De Loach Vice President
Witness Iona C. Dougherty
Faynell Schomberg

SATISFIED AND CANCELLED OF RECORD
20 DAY OF Dec. 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:10 O'CLOCK P. M. NO. 17228

