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MORTGAGE OF REAL ESTATE TO SECURE NOTE-WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES. 843 PAGE 129

The State of South Carolina

William C. Cole and Nellie T. Cole

TO
MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We the said William C. Cole and Nellie T. Cole in and by ~~us~~ (our) certain promissory note bearing date the 21st day of November A.D., 1960 stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of \$3,614.40 Three Thousand Six Hundred & Fourteen & 40/100 Dollars, payable in 72 successive

monthly installments, each of \$ 50.20 , except the final installment, which shall be the balance then due, the first payment commencing on the first day of February 19 61 , 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 William C. Cole and Nellie T. Cole 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~~ us the said William C. Cole and Nellie T. Cole 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 lot of land, with improvements thereon, situate, lying and being in Grove Township, Greenville County, State of South Carolina; Beginning at a iron pin on the North side of a Public road which follows mortgagor's Southern property line, said stakes reads in mortgagor's old Deed recorded in Deed Book 501, Page 541, South 40 degrees West 12.54 chains to said iron pin on the South bank of road to the Beginning point of the lot herein conveyed; thence with mortgagor's old line South 85-30 degrees West 100 feet to a new corner in old line; thence a new line on mortgagor's land 195 feet in a Northwesterly direction to a new corner; thence a new line 210 feet in a Northeasterly direction to a new corner; thence a new line 210 feet in a Southeasterly direction to a new corner in old line; thence with old line South 40 degrees West 110 feet to the Beginning and Bounded on the Northeast, Northwest and Southwest by other lands of the mortgagors; Bounded on the South and Southeast by a public hard surfaced road and being a part of that certain 51.40 acres, more or less, conveyed to mortgagors by deed of Mamie T. Clark by deed dated February 13, 1952 and recorded in Deed Book 501, Page 541, in the R. M. C. Office for Greenville County, South Carolina.

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 William C. Cole and Nellie T. Cole, 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 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, William C. Cole and Nellie T. Cole 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 Mortgagee

For Encumbrance See O. E. M. Book 848 Page 401.
For Assignment See O. E. M. Book 848 Page 402.
For Encumbrance See O. E. M. Book 848 Page 403.

Satisfied and paid in full this 23rd day of January, 1964
Lillian Crane
Faynell Schomberg.
Modern Homes Construction Co.
M. M. DeLoach, V. Pres.