

JUL 20 1961



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

BOOK 864 PAGE 377

The State of South Carolina,

Mildred Hall TO MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN

Serid Greeting:

WHEREAS I/WE the said Mildred Hall in and by my (att) certain promissory note bearing date the 12th day of July A.D., 19 61, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$4030.32)

Four Thousand Thirty & 32/100 Dollars, payable in 84 successive monthly installments, each of \$ 47.98 except the final installment, which shall be the balance then due, the first payment commencing on the first day of September 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 I/WE the said Mildred Hall 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/we the said Mildred Hall 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 lot of land, with improvements thereon, situate, lying and being in Austin Township, Greenville County, State of South Carolina, being the front half of Lot No. 2 as shown on a plat of the property of D. D. Goldsmith by W. J. Riddle, R.L.S., dated May, 1956 and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin, being the front joint corner of Lots 2 and 3 as shown on the plat and running thence N 17-13 W 69 feet along the joint line of Lots 2 and 3 to a point; thence S 73-35 W 41.73 feet to a point in the joint line of Lots 1 and 2; thence S 16-47 E 69 feet to an iron pin being the joint front corner of Lots 1 and 2; thence N 73-35 E 42.07 feet to the point of Beginning.

Above land conveyed to Mildred Hall by deed of D. D. Goldsmith dated June 5, 1961 and recorded in Deed Book 679, page 53, 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.

*on the Northerly margin of Cook Street, **on the margin of aforesaid street;

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anyway 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 Mildred Hall, 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 said, Mildred Hall 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

Document with M.H.C. Plans - Still on at Nov. 67 117
The Assignment see R. 6. M. Book 870 Page 580.
The Assignment see R. 6. M. Book 892 Page 57