



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

The State of South Carolina,

John Henry Harris and wife,
Mary C. Harris
TO
MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting!

WHEREAS I/We the said John Henry Harris and wife, Mary C. Harris in and by my (our) certain promissory note bearing date the 30th day of August A.D., 19 61, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$4700.16)

Four Thousand Seven Hundred & 16/100 Dollars, payable in 72 successive monthly installments, each of \$ 65.28, except the final installment, which shall be the balance then due, the first payment commencing on the 15th day of October 19 61, 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 John Henry Harris and wife, Mary C. Harris 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 John Henry Harris and wife, 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 piece, parcel or lot of land, with improvements thereon, situate in Austin Township, Greenville County, State of South Carolina, being designated as a portion of Lot No. 2, of the James M. Tolbert property as shown on a plat of said property by C. C. Riddle, R.L.S., dated January 21, 1959, containing one-half acre and having the following courses and distances to-wit:

BEGINNING at a stake on the Southwest side of the Old Laurens Road, corner of other portion of Lot No. 2, and being 80.6 feet from corner of Lot No. 1 and running thence along said Old Laurens Road S 67-14 E 80.6 feet to a stake; thence S 23-51 W 502.3 feet along the line of the James M. Tolbert property to an iron pin; thence S 80-00 W 6.2 feet to a stake; thence N 4-40 E 527.6 feet to the point of Beginning, and bounded on the North by Old Laurens Road, on the West by Malinda Harris, on the East by James M. Tolbert and on the South by Foster Property. Being a part of the same property conveyed to Malinda Harris by James M. Tolbert by deed dated October 2, 1959 and recorded in R.M.C. Office for Greenville County, South Carolina in Deed Book 635, page 436.

Above land conveyed to John Henry Harris and wife, Mary C. Harris by deed of Malinda Harris, dated August 1, 1961 and recorded in Deed Book 682, page 395, 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 Henry Harris and wife, Mary C. Harris, the 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 Mortgage, 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, John Henry Harris and wife, Mary C. Harris 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 Assignment See B. & M. Book 870 Page 99
An Assignment See B. & M. Book 892 Page 1

Satisfied and paid in full this 15th day of
October 1961
Modern Homes Construction Company
M. M. ...
Ruprell Schenberg

RECORDED
1961
The Farmers
R. M. ...
OCTOBER 15 1961