

SEP 28 1961 A.M.

BOOK 869, PAGE 385



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

The State of South Carolina,

Richard Edens and wife,
Emma Grace Edens

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Best Oreeting:

WHEREAS We the said Richard Edens and wife, Emma Grace Edens in and by my (our) certain promissory note bearing date the 12th day of September A.D. 1961, made firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$4641.84) Four Thousand Six Hundred Forty-one & 84/100 Dollars, payable in 108 successive

monthly installments, each of \$42.98, except the final installments, which shall be the balance then due, the first payment commencing on the 15th day of October 1961, 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 We the said Richard Edens and wife, Emma Grace Edens 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 the said Richard Edens and wife, 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 Gantt Township, Greenville County, State of South Carolina, and more fully described as follows:

Beginning at a stake on the Southeastery margin of Zet Court, said stake being located at the common corner of Lots #8 and 9, and runs thence in a Southeastery direction, 10.4 feet to a stake; runs thence in a Northeastery direction, 139.1 feet to a stake; runs thence in a Northwestery direction, 75.6 feet to a stake on margin of aforesaid road; runs thence along said road, in a Southwestery direction, 110.1 feet to the point and place of Beginning, being the Western most portion of Lot #8 on plat of property of Zet Smith known as "Smith Heights", prepared by C. C. Dille, Surveyor, late April, 1953, recorded in Plat Book "BB", page 147, conveyed to Ira Hunt and Joseph Hunt by deed of Zet Smith, dated May 9, 1959 and recorded in Deed Book 613, page 202, Greenville County Registry.

Above land conveyed to Richard Edens and wife, Emma Grace Edens by deed of Ira Hunt and Joseph Hunt, dated August 27, 1961 and recorded in Deed Book 882, page 392, 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 Richard Edens and wife, Emma Grace Edens, 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 Mortgagor, its Heirs, 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 HOWEVER, and it is the true intent and meaning of the parties to these Presents, that if X/We the said, Richard Edens and wife, Emma Grace Edens, 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 notes and all sums of money provided to be paid by the Mortgagor

Satisfied and paid in full this 26th day of December 1961

WITNESSED AND ACCEPTED OF RECORD

Vertical text on the right margin, possibly a recording stamp or reference number.