

FILED

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



Julius W. Hudson
TO

The State of South Carolina

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

Mrs. Ollie Farnsworth

TO ALL WHOM THESE PRESENTS MAY CONCERN: R. M. C.

Send Greeting:

WHEREAS I/~~WE~~ the said Julius W. Hudson
id and by my (~~WIF~~) certain promissory note bearing date the 2nd day of November A.D., 19 61, stand
firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$5505.84)
Five Thousand Five Hundred Five & 84/100 , Dollars, payable in 108 successive
monthly installments, each of \$ 50.98 , except the final installment, which shall be the balance then due, the first pay-
ment commencing on the first day of January , 19 62 , 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 Julius W. Hudson
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 Julius W. Hudson 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 piece, parcel or lot of land, with improvements thereon, living and being
in Bates Township, Greenville County, State of South Carolina, and having the following
metes and bounds to-wit:

BEGINNING at or near curve in Road, at iron pin, common corner of Ralph E. Wells and
Hudson Property, NE 26 E 200 feet, Jones line; N 58-35 E, still along said road, 200
feet to branch; thence along said branch SW 445 feet; thence N 60-10 W, 260 feet to
Beginning corner, and containing three-fourths of an acre, more or less.

Above land conveyed to Julius W. Hudson by deed of Ralph E. Wells, dated September
18, 1961 and recorded in Deed Book 682, page 341, 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.

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 Julius W. Hudson,
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, Julius W. Hudson 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

For Assignment see O. S. M. Books 881 Page 17
For Indorsement see O. S. M. Books 891 Page 600