

MORTGAGE ON REAL ESTATE TO SECURE NOTE-WITH INSURANCE TAX  
MRS. ADAMS'S TRUST CLAUSES



Mrs. Ollie Farnsworth  
R. M. C. Rosa Lee Hawthorn  
TO

# The State of South Carolina

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/We the said Rosa Lee Hawthorn  
in and by my (our) certain promissory note bearing date the 26th day of March A.D., 19 62, stand  
firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$4800.04)

Four Thousand Eight Hundred & 04/100 Dollars, payable in 98 successive  
monthly installments, each of \$ 48.98, except the final installment, which shall be the balance then due, the first pay-  
ment commencing on the first day of May 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 Rosa Lee Hawthorn  
for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof by 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/one the said Rosa Lee Hawthorn 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, release, 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, lying and  
being in Oaklawn Township, Greenville County, State of South Carolina, containing  
0.36 acre, more or less, and having, according to Plat of Property of George Arnold,  
dated February 28, 1958, prepared by C. O. Riddle, Registered Surveyor, being West  
of Highway 25 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northwest corner of the tract herein conveyed, also  
being the Northwest corner of the land shown on said plat, and running thence S  
4-52 E 214 feet to an iron pin on an unnamed dirt road; thence S 35-38 E 112.3  
feet to a point crossing said dirt road; thence N. 4-23 W 317.1 feet to a point;  
thence along a line of part of Tract No. 5 of Robert Arnold Estate, S 78-54 W 60.5  
feet to the beginning corner, and being a portion of that tract of land conveyed  
to George W. Arnold by Cindy Arnold and Rosa Lee Hawthorn by deed recorded on  
November 30, 1957, in the R.M.C. Office for Greenville County, South Carolina, in  
Deed Book 588, page 349. Above land conveyed to Rosa Lee Hawthorn by deed of  
George W. Arnold, dated June 24, 1959 and recorded in Deed Book 628, page 69, in  
the R.M.C. Office for Greenville County.

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 Rosa Lee Hawthorn,  
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 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 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 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, Rosa Lee Hawthorn 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

In Assignment see B. E. W. Book 896 Page 254.  
This Mortgage Assigned to The First Natl. Bank of Atlanta, Jr.  
15th day of March, 1963. Assignment recorded  
\$ Vol. 219 of R. E. Mortgages on Page 219