

FILED  
JUN 9 1962

BOOK 892 PAGE 347

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

The State of South Carolina,  
COUNTY OF GREENVILLE

Ruth S. Sutton  
TO  
MODERN HOMES CONSTRUCTION COMPANY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I, ~~XXX~~ the said Ruth S. Sutton in and by my (own) certain promissory note bearing date the 27th day of March A.D. 1962 stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$4965.84) Four Thousand Nine Hundred Sixty-five & 84/100 Dollars, payable in 108 successive monthly installments, each of \$ 45.98, except the final installment, which shall be the balance then due, the first payment commencing on the 15th day of May 1962, 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, ~~XXX~~ the said Ruth S. Sutton 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, ~~XXX~~ the said Ruth S. Sutton 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, situate, lying and being in Greenville County, State of South Carolina, being shown and designated as Lot No. 5 on Plat of subdivision of J. L. Johnson, plat of which is recorded in Plat Book BB, page 28, and according to said plat having the following metes and bounds, to-wit:  
BEGINNING at a point in the center of a public road, and running thence S 85 E 257 feet to the center of Gap Creek; thence down and with the center of said Creek as the line 350 feet, more or less, to corner of Lot No. 6; thence with line of Lot No. 6 N 40-45 W 178 feet; thence N 49-15 E 130 feet to the point of beginning, containing 1.1 acres.

The above described property is the same conveyed to Daniel E. Mathews and Mildred S. Mathews and Ruth S. Sutton by B. H. Trammell by deed dated July 19, 1957, recorded in the R.M.C. Office in Book 585, page 279. Above land conveyed to Ruth S. Sutton by deed of Daniel E. Mathews and Mildred S. Mathews, dated January 10, 1959 and retored in Deed Book 661, page 231, 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 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 Ruth S. Sutton, 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, ~~XXX~~ the said, Ruth S. Sutton 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

This Assignment See R. E. M. Book 898 Page 347  
This Mortgage Assigned to  
of  
of R. E. Mortgages on File