



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

THE STATE OF GEORGIA  
COUNTY OF LOWNDES

MODERN HOMES CONSTRUCTION COMPANY  
TO  
MODERN HOMES FINANCE COMPANY

Whereas The said MODERN HOMES CONSTRUCTION COMPANY, a Florida Corporation with its principal office located at Valdosta, Georgia, hereinafter referred to as Mortgagor, in and by its certain promissory note bearing date the 25 day of April AD. 1962, stands firmly held and bound unto the said MODERN HOMES FINANCE COMPANY of Montgomery, Alabama, hereinafter referred to as mortgagee, or order, in the sum of Five Thousand Nine Hundred ninety-seven and 69/100 Dollars (\$ 5,997.69 ), payable in 120 successive monthly installments, each of \$ 49.98, the first payment commencing on the first day of May, 1962, 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 the said Mortgagor for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, DOES GRANT, bargain, sell and release unto the Mortgagee, its successors and assigns, certain real estate in Greenville County, South Carolina, described as follows:

All that certain lot or land, with improvements thereon, situate, lying and being in Paris Mountain Township, in School District 10-B, Greenville County, State of South Carolina; and being a part of Tract No. 5 on a plat made by W. J. Riddle in 1937, revised in August 1937, beginning at Bobby R. Watson's old Easternmost corner; thence with Bobby R. Watson's old line 375' in a Northwesterly direction to a new corner; thence a new line on Bobby R. Watson's line            feet in a Southeasterly direction to a new corner; thence in an Easterly direction 150' to the beginning and bounded on the Northeast by lands of Vernon Andrews; on the South by lands of Bobby R. Watson and a right-of-way leading to a lot now or formerly of James A. McClain; West by other lands of Bobby R. Watson. Right of ingress egress and regress is conveyed as a part of this instrument leading from public dirt road in a Northerly direction along Bobby R. Watson's Eastern line to now or formerly James A. McClain's lot, said right-of-way is 20' wide, said conveyance was conveyed to James A. McClain his heirs and assigns, and general public forever. This lot and right-of-way is a part of that certain 12.42 acres, more or less, conveyed to Bobby R. Watson by deed of J. H. Strickland, September 27, 1957 and recorded in Book 585, page 241, in the R.M.C. Office of Greenville County, S. C.

This is the same property as conveyed to Modern Homes Construction Company by deed dated February 15, 1962 from James A. McClain and recorded in Book 692, Page 467, public records of Greenville County, South Carolina.

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 Mortgagee, its successors and assigns forever.

AND The Mortgagor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said Premises unto the said Mortgagee, its successors and assigns, from and against its successors 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 Mortgagor, its successors and assigns, 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 Mortgagee and in case that it shall, at any time, neglect or fail so to do, then the said Mortgagee may cause the same to be insured in its name, and reimburse itself 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.