

Mortgage 4556
25 days
1112

N.B. Mann - World Acceptance Corp.
Nov. 1968

130

BOOK 914 PAGE 275



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

The State of South Carolina,

Joe Dawkins and wife, Rosa Lee Dawkins
TO
MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS ~~W~~We the said Joe Dawkins and wife, Rosa Lee Dawkins in and by ~~My~~ (our) certain promissory note bearing date the 1st day of February A.D. 19 63, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$8061.12) Eight Thousand, Sixty-one & 12/100 - - - - - Dollars, payable in 144 successive monthly installments, each of \$ 55.98 , except the final installment, which shall be the balance then due, the first payment commencing on the 1st day of April 19 63 and on the 1st 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 ~~W~~We the said Joe Dawkins and wife, Rosa Lee Dawkins 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 Joe Dawkins and wife, ^{Rosa Lee Dawkins} 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 part, parcel or lot of land, with improvements thereon, situate, lying and being in Chick Springs Township, County of Greenville, State of South Carolina, being known and designated as Lot No. 12 of Peace Haven, Section No. 4, as shown on Plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "XX", Page 23 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin of the western side of Lyle Drive at the joint from corner of Lots Nos. 11 and 12 and running thence along the line of Lot No. 11 South 67 degrees West 190.1 feet to an iron pin; thence South 23 degrees 02 minutes East 80 feet to an iron pin at the joint rear corner of Lots Nos 12 and 13; thence along the line of Lot No. 13 North 67 degrees East 190.1 feet to an iron pin on the western side of Lyle Drive; thence along Lyle Drive, North 23 degrees 02 minutes West 80 feet to the beginning corner.

The above described property is part of the same conveyed to Virginia B. Mann by A. E. Holton and J. Claude Hale by deed dated April 15, 1962 and recorded in the R. M. C. Office for Greenville County in Deed Book 698 at page 383.

Above land conveyed to Joe Dawkins and wife, Rosa Lee Dawkins by deed of Virginia B. Mann dated the 29th day of September, 1962, and recorded in the R. M. C. Office for Greenville County in Deed Book _____ at page _____. Mortgagors hereby warrant that*

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 Joe Dawkins and wife, Rosa Lee Dawkins, their Heirs, Executors or Administrators, shall fail to do so, the said Mortgagee, its Executors, Administrators or Assigns, 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 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 ~~W~~We the said, Joe Dawkins and wife, Rosa Lee Dawkins 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 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.

The first plat. B.N. 2-11-63, 20
12 days May 1967
1967, 12 days, 2 mortgages page 7 in
Modern Homes Construction Company
May 1967
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