



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

The State of South Carolina

Jerry Johnson and common law wife,
Lula Mae Ferguson
TO

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: MODERN HOMES CONSTRUCTION COMPANY

Send Greeting:

WHEREAS We the said Jerry Johnson and common law wife, Lula Mae Ferguson in and by ~~us~~ (our) certain promissory note bearing date the 1st day of September 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 and 84/100 Dollars, payable in 108 successive monthly installments, each of \$45.98

Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of December 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 We the said Jerry Johnson and common law wife, Lula Mae Ferguson, 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 Jerry Johnson and common law wife, Lula Mae Ferguson 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

All that part, parcel or lot of land, with improvements thereon, situate, lying and being in Chick Springs Township, School District 9-H, County of Greenville, State of South Carolina, designated as Lot 1-G of Block No. 1 as shown on plat of the B. S. Sherman Estate made by H. S. Brockman, September 25th, 1942 and recorded in the Clerk of Court Office for Greenville County in Plat Book 00 at page 133, being North of Oakland Street and being on the west side of Sherman Street at a point, 1 mile from where in the said Sherman Street intersects with the North side of Oakland Street.

BEGINNING at an iron stake on the western edge of Sherman Street at the Southeastern corner of said Lot 1-G and the Northeastern corner of Lot 1-F of Block No. 1, and running thence along the line of Lots 1-G and 1-F, N 72-12 W 69.6 feet to an iron stake; thence running along the land line of Earl Duncan Estate and parallel with Sherman Street N 17-48 E 70 feet to an iron stake; thence running S 72-12 W along the line of Lots 1-H and 1-G 69.6 Feet to an iron stake on the west side of Sherman Street; thence running along the west side of Sherman Street S 17-48 W 70 feet to an iron stake the beginning corner.

Above land conveyed to Jerry Johnson and common law wife, Lula Mae Ferguson dated the 9th day of August, 1962 and recorded in the Clerk of Court Office for Greenville County in Deed Book 704 at page 260.

Mortgagors hereby warrant that this is the first and only encumbrance on this property 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 Jerry Johnson and common law wife, Lula Mae Ferguson, 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 we or our 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 - 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 We the said Jerry Johnson and common law wife, Lula Mae Ferguson 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 Mortgage Assigned to *Comm. Bldg. Co.* on *11* day of *June* 19 *63* in Vol. *222* of R. E. Register

COPIES AND CANCELLED UP RECORD
DATE OF PAYMENT *June 1965*
W. L. ...
RECORDED IN GREENVILLE COUNTY, S. C.
BY *...*

Lien Released By Sale Under
Foreclosure 28 day of *June*
A.D., 19 *65*. See Judgment Roll
No. *...*
MASTER

W. L. ...
W. L. ...