

The State of South Carolina

COUNTY OF GREENVILLE

Verner E. Butler TO MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/We, the said Verner E. Butler in and by my (we) certain promissory note bearing date the 15th day of July A.D. 1963 am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Eight Thousand Two Hundred and five & 12/100 (8,205.12) Dollars, payable in 144 successive monthly installments, each of \$ 56.98, with the first payment commencing on the 15th day of October 1963, and payable on the same 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 Verner E. Butler for and in consideration of the said debt and sum of money aforesaid, and for 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/us in hand well and truly paid by the said Modern Homes Construction Company at and before the sealing and delivery of the 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, certain 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 Austin Township, County of Greenville, State of South Carolina containing one acre, more or less, and more fully described as follows:

BEGINNING at a stake 26' southwest corner power pole number S-35 S P O 75 and thence north for a distance of 210 feet to a point; thence east for a distance of 210 feet to stake; thence south for a distance of 210 feet to stake; thence west for a distance of 210 feet to point of beginning.

ALSO all that 10 foot strip on the eastern side of Edd Butler's land from dirt road to the above one acre tract above conveyed. THE ABOVE one acre tract is conveyed from the north east corner of Edd Butler's land conveyed to Verner E. Butler by deed dated November 25, 1958 and recorded in the R. E. C. office for Greenville County in Vol. 227, page 115.

THE ABOVE land conveyed to Verner E. Butler by deed of Edd Butler dated the 15th of July, 1962 and recorded in the R. E. C. office for Greenville County in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_.

WE HEREBY warrant that this is the first and only encumbrance on this property and agree that Modern Homes Construction Company shall have 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, Tenements 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 and assigns forever.

AND I/We do hereby bind my/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, and assigns, from and against my/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 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 Verner E. Butler, his

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, with extended coverage in the amount of \$ 4500.00 and assign the Policy of Insurance to the said Modern Homes Construction Company, and in case that or 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 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 per centum (6%) 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 his 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 successors 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

I/We the said Verner E. Butler do and shall well and truly cause to be paid, to the said Modern Homes Construction Company the said debt or sum of money aforesaid according to the true intent and meaning of said note and all sums of money provided to be paid by the

This Mortgage Assigned to A. R. C. Commercial Corp. on 23 day of Oct. 1963. Assignment recorded in Vol. 977 of R. E. Mortgages on Page 169

NOTIFIED AND CANCELLED OF RECORD

18 DAY OF Jan. 1967

Ellie Hensworth R. E. C. FOR GREENVILLE COUNTY

Lien Released By Sale Under

Foreclosure 18 day of Jan.

A.D., 1967. See Judgment Roll No. 915