

The State of South Carolina,
COUNTY OF GREENVILLE

James Louis Williams and Helen Williams
TO BOOK 934 PAGE 529
MODERN HOMES CONSTRUCTION COMPANY
P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS ~~X~~We, the said James Louis Williams and Helen Williams in and by ~~us~~ (our) certain promissory note bearing date the 27th day of August A.D., 1963 ~~we~~ are indebted to the said Modern Homes Construction Company, or order, in the sum of Eight thousand Nine Hundred and twenty-five & 12/100 (\$8,925.12) Dollars, payable in 144 successive monthly installments, each of \$ 61.98, with the first payment commencing on the 1st day of December, 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 ~~X~~We the said James Louis Williams and Helen Williams 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 ~~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, in Austin Township, Greenville County, State of South Carolina, containing one acre and is a part of Lot No. 4 according to plat made by S. C. Hill, Surveyor, and recorded in plat book R, Page 77 and 91 in the R.M.C. Office for Greenville County, State of South Carolina and described as follows:

BEGINNING at a cement culvert on the south side of Bridges Road 192 feet from intersection of Bethel Road and Bridges Road, thence* along Bridges Road for 210 feet to stake; thence south for 210 feet to a stake; thence east for 210 feet to a stake; thence north for 210 feet to point of beginning.

ABOVE land conveyed to James Louis Williams and Helen Williams by deed of Mae Dee W. Williams dated the 27th day of August, 1963 and recorded in the R.M.C. Office for Greenville County in Deed Book _____, at Page _____.

MORTGAGORS hereby warrant 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 mortgagors have right to convey said property in fee simple.

* West

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 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, 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 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 AND COVENANTED between the said parties, that the said James Louis Williams and

Helen Williams, their 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 \$4,950.00 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 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 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 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

~~we~~ James Louis Williams and Helen Williams do and shall warrant and defend the said Premises unto 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 *Administrative Associates Corp.* on *16* day of *April*, 19 *63*. Assignment recorded in Vol. *947* of R. E. Mortgages on Page *76*.

This Mortgage Assigned to *The First Natl. Bank of Atlanta, Inc.* on *21* day of *May*, 19 *64*. Assignment recorded in Vol. *242* of R. E. Mortgages on Page *439*.

Witness:
Nellie M. Smith
Deputy

Lien Released By Sale Under Foreclosure *7th* day of *Feb.* A.D., 19 *68*. See Judgment Roll No. *J-12184*