



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

The State of South Carolina, COUNTY OF Greenville

Fannie Mae Fuller TO MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia

BOOK 958 PAGE 281

TO ALL WHOM THESE PRESENTS MAY CONCERN: Send Greeting:

WHEREAS I/####the said Fannie Mae Fuller in and by my #### certain promissory note bearing date the 1st day of May A.D., 19 64 am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Nine Thousand Six Hundred Forty-five and 12/100----(\$9,645.12) Dollars, payable in 144 successive monthly installments, each of \$ 66.98 , with the first payment commencing on the 1st day of July , 19 64 , 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/####the said Fannie Mae Fuller 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 tract or parcel of land lying and being in Greenville County, State of South Carolina and described as follows: Start at South Carolina Power Pole RBP-A-57 SPC 540 located on North margin of Old Hundred Road and go in a Southeasterly direction along the North margin of the Old Hundred Road a distance of 76 feet to the point of beginning. From said point of beginning continue in a Southeasterly direction along the North margin of Old Hundred Road for a distance of 205 feet to a point; thence running in a Northerly direction for a distance of 460 feet to a point; thence running in a Westerly direction for a distance of 245 feet to a point; thence running in a Southeastwardly direction for a distance of 274.5 feet to a point; thence running in a Southwesterly direction a distance of 97 feet to the point of beginning.

This is the Western two acres of that 3 acre tract of land that was conveyed to Fannie Mae Fuller by Executor's Deed under the Will of Robert Arnold as found in the Probate Court for Greenville County, S. Carolina in Apt. 593, File 59.

This being the same parcel of land on which Modern Homes Construction Company erected a shell-type frame house for the Mortgagor herein. The Mortgagor herein warrants 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 and assigns forever.

AND I do hereby bind myself and my 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 me and my 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 Fannie Mae Fuller, her 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 \$ 5,800.00 and assign the Policy of Insurance to the said Modern Homes Construction Company, and in case that I or my 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 & her 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 if I/####the said Fannie Mae Fuller 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, according to the true intent and meaning of said note and all sums of money provided to be paid by the

(TUMBLE)

This Mortgage assigned to the Modern Homes Construction Co. On 19 day of May 1964. Assignment recorded in Vol. 977 of Return Register Page 406. This Mortgage Assigned to State Title Guaranty Co. On 19 day of May 1964. Assignment recorded in Vol. 977 of R. E. Mortgages on Page 406.

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