



64-4-3994 S
MORTGAGE OF REAL ESTATE TO SECURE NOTE-WITH INSURANCE, TAX
AND ATTORNEY'S FEES CLAUSES

BOOK 958 PAGE 283

The State of South Carolina,
COUNTY OF Greenville

James W. Loftis
TO
MODERN HOMES CONSTRUCTION COMPANY
P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN: Send Greeting:

WHEREAS I ~~the said~~ James W. Loftis
in and by my ~~the said~~ certain promissory note bearing date the 16th day of April A.D., 19 64
am/are indebted to the said Modern Homes Construction Company, or order, in the sum of
Six Thousand Three Hundred Thirty-three and 12/100----(\$6,333.12) Dollars, payable in
144 successive monthly installments, each of \$ 45.98, 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~~ James W. Loftis
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, on the eastern side of the Jones Road, about
one-half (1/2) mile northward from the City of Greer, Chick Springs Township, Greenville
County, State of South Carolina, and being a portion of Lot No. 1, on Plat No. 1 of the
L. W. Jones Estate, and having the following metes and bounds, to-wit:
BEGINNING at a point on the eastern side of Jones Road at the joint front corner of Lots
Nos. 1 and 2, and running thence with the joint line of said lots, S 75-15 E 105 feet to
a point; thence, a new line through Lot No. 1, N 24-34 E 100 feet to a point; thence, a
new line through Lot No. 1, N 75-15 W 105 feet to a point on the eastern side of Jones
Road; thence with the eastern side of Jones Road, S 24-34 W 100 feet to the point of be-
ginning.

This is the same property conveyed to James W. Loftis by Deed from Leila Jane Loftis
dated March, 1964 and recorded in Book 746, Page 546, office of the Clerk of
Court, Greenville County, South Carolina.

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 be-
longing, 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
James W. Loftis, 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 \$3,500.00 and assign the Policy of Insurance to the said Modern Homes Construction Company, and in
case that I or me Heirs shall, at any time, neglect or fail so to do, then the said Modern Homes Construc-
tion 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
if I ~~the said~~ James W. Loftis 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)

SATISFIED AND CANCELLED OF RECORD
15 Dec 80
R. M. C. FOR GREENVILLE COUNTY
AT 230 P. O. BOX 17883

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 72 PAGE 143

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Def. Modern Homes Construction Co.