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Ollie Farnsworth

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

FILED  
FEB 11 1963  
Ollie Farnsworth

# The State of South Carolina

Raymond L. Brown  
TO  
MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/~~XXX~~ the said Raymond L. Brown in and by my (~~XXX~~) certain promissory note bearing date the 15th day of October A.D., 1962, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$6045.84)

Six Thousand, Forty-five and 84/100 - - - - - Dollars, payable in 108 successive monthly installments, each of \$ 55.98, except the final installment, which shall be the balance then due, the first payment commencing on the <sup>fifteenth</sup> day of January, 1963, 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 I/~~XXX~~ the said Raymond L. Brown 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 me/~~XXX~~ the said Raymond L. Brown 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 real estate in GREENVILLE County, South Carolina as follows:

ALL that part, parcel or lot of land, with improvements thereon, situate, lying and being in Gantt Township, County of Greenville, State of South Carolina and being known and designated as Tract No. 2 on Flat No. 1 of the property of E. W. Brown Estate by Woodward Engineering Co., February, 1957 and recorded in the R. M. C. Office for Greenville County in Plat Book 00, page 320, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on County Road leaving Staunton Bridge Road, Joint corner of Tracts 1 & 2 and running thence along the line of Tracts 1 & 2, from center of said County Road, N. 6 W. 453.3 feet to an iron pin, joint rear corner of Tracts Nos. 1 & 2; thence running S. 68-57 W. 110 feet to an iron pin, joint rear corner of Tracts Nos. 2 & 3; thence running S. 8-10 W. 431.1 feet along the line of Tracts 2 & 3 to center of said County Road; thence running N. 85-35 E. 212 feet to the point of beginning.

Said tract contains 1.57 acres, more or less. Being a portion of that tract of land conveyed to James A. Brown by deed of E. Inman, Master for Greenville County in the case of Hattie et al vs Willie Martin (see judgement role H-7608) dated the 25th day of November, 1959 and recorded in the R. M. C. Office for Greenville County in Deed Book 639 at Page 438. \*  
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 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, Heirs 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 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 Raymond L. Brown, 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, 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 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 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 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 I/~~XXX~~ the said, Raymond L. Brown 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

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