

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

The State of South Carolina, }
COUNTY OF Greenville

Willie B. Cook and wife, Lucille E. Cook
TO
MODERN HOMES CONSTRUCTION COMPANY
P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN: Send Greeting:

WHEREAS We, the said Willie B. Cook and wife, Lucille E. Cook in and by (our) certain promissory note-bearing date the 14th day of October A.D., 19 64 am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Thirteen Thousand Five Hundred Thirty-one and 68/100---(\$13,531.68) Dollars, payable in 144 successive monthly installments, each of \$ 93.97 , with the first payment commencing on the 1st day of January , 19 65 , 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 We the said Willie B. Cook and wife, Lucille E. Cook 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, lot, or tract of land located and situate in Grove Township, County of Greenville, State of South Carolina, on the northeast side of Neeley Ferry Road, and further shown on plat prepared by C. O. Riddle, Registered Land Surveyor, dated March 30, 1963, and designated property of J. T. Garrison, with the following metes and bounds, to-wit:

Beginning at a point in the center of Neeley Ferry Road north 56 degrees 02 min. W. 187.6 feet, and North 50 degrees 16 min West 229.3 feet from the East line of A. G. Garrett as measured along the center of Neeley Ferry Road, and thence N. 15-24 E. 271 feet to an iron pin; thence S. 39-15 E. 538 feet to an iron pin; thence S. 40-00 W. 125.4 feet to a point in Neeley Ferry Road; thence N. 56-02 W. 187.6 feet to a point in said road; and thence further down said road N. 50-16 W. 229.3 feet to the point of beginning, containing 2.01 acres, according to said plat.

This is the same property conveyed to Willie B. Cook and Lucille (Lucille) E. Cook by Deed from J. T. (John) Garrison dated June 5, 1963 and recorded in Book 725, Page 518, 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 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, by and between the said parties, that the said Willie B. Cook and wife, Lucille E. Cook, 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 \$ 7,848.00 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 Mortgagors & 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 the said Willie B. Cook and wife, Lucille E. Cook 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

THIS MORTGAGE ASSIGNED TO STATE NATIONAL BANK OF ATLANTA, GA. BY VOL 986 OF R. D. 187

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 7 PAGE 167

SATISFIED AND CANCELLED OF RECORD
3 OCT 31 1964
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:45 O'CLOCK P. M. NO. 27677