

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

The State of South Carolina,

COUNTY OF Greenville

James W. Sims

TO

MODERN HOMES CONSTRUCTION COMPANY
P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/~~we~~, the said James W. Sims
in and by my ~~we~~ certain promissory note bearing date the 23rd day of June A.D., 19 65
am/are indebted to the said Modern Homes Construction Company, or order, in the sum of
Seven Thousand Nine Hundred Thirty-two and 96/100---(\$7,932.96) Dollars, payable in
144 successive monthly installments, each of \$ 55.09, with the first payment commencing on the 1st day
of September, 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 I/~~we~~ the said James W. Sims
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 in the County of Greenville, State of South
Carolina, containing one acre, near the City of Fountain Inn, and having, according to
a plat entitled "Property of James W. Sims" by Carolina Engineering and Surveying Company,
dated June 10, 1965, recorded in Book 776, Page 204, Office of the Clerk of
Court, Greenville County, South Carolina, the following metes and bounds, to-wit:
BEGINNING at the joint corner of property of J. L. Sims and Millie Armstrong, and running
thence with the line of J. L. Sims through McKittrick Road, S 22-00 E 210 feet to a point;
thence continuing with the line of property of J. L. Sims, N 68-00 E 210 feet to a point;
thence continuing with the line of the property of J. L. Sims, N 22-00 W 210 feet to the
joint corner of property of J. L. Sims and Millie Armstrong; thence along the line of the
property of Millie Armstrong and running across McKittrick Road, S 68-00 W 210 feet to the
point of beginning.

This is the same property conveyed to James W. Sims by Deed from J. L. Sims dated June
11, 1965, recorded in Book 776, Page 203, Office of the Clerk of Court, Green-
ville, South Carolina.

This being the same parcel of land on which Modern Homes Construction Company erected a
dwelling 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, Appurtenances 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. Sims, 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 \$ 4,600.00 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 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
I/~~we~~ the said James W. Sims 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 The First Nat'l Bank of Atlanta, Jr.
on 9th day of June, 19 65. Assignment recorded
in Vol. 1226 of R. E. Mortgages on Page 505

Lien Released By Sale Under

Foreclosure 3rd day of February
A.D., 19 72. See Judgment RollNo. 4-193

Witness:

Helma D. PickensJames W. Sims
MASTER