

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



The State of South Carolina,

COUNTY OF Greenville

Evelyn Louise S. Stretanski

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/### the said Evelyn Louise S. Stretanski in and by my ### certain promissory note bearing date the 29th day of September A.D., 19 65 am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Twelve Thousand Five Hundred Six and 40/100---(\$12,506.40) Dollars, payable in 144 successive monthly installments, each of \$ 86.85 , with the first payment commencing on the 1st day of January , 19 66 , 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 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 situate and being in the State of South Carolina, County of Greenville, Bates Township on the G. & N. Railroad at Hellams Crossing containing 2.3 acres, carved out of that 20.91 acre tract of land designated as Tract #2 of the H. L. Sammons Estate as shown by plat by Terry T. Dill Reg. C. E. & L. S., June 10, 1965 and recorded in the R. M. C. Office of Greenville County, South Carolina in Plat Book GGG at page 277; said 2.3 acres of land is more particularly described as follows, to-wit: Begin at a point where the center of road by Lindsey Lake intersects the center line of the G & N Railroad, and run thence along the center of road by Lindsey Lake, South 64 deg. 45 minutes East 243 feet, South 68 degrees East 125 feet, South 80 degrees 28 min. East 182 feet; thence South 8 degrees 32 min. West 180 feet; thence North 77 degrees 32 min. West 281.5 feet; thence North 64 degrees 45 min. West 300 feet to the center line of the G & N Railroad; thence North 20 degrees 55 min. East 30 feet, North 19 degrees 31 min. East 150 feet along the center line of the G & N Railroad to the point of beginning. All according to plat of the property of the Mortgagor herein prepared by Carolina Engineering and Surveying Company, dated September 22, 1965, which plat by reference is made a part hereof.

The above described 2.3 acre tract is a part of that 20.91 acres which was conveyed to Evelyn Louise S. Stretanski by Deed from Mary Elizabeth Sammons, et al dated June 24, 1965, recorded in Book 778, Page 183, 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 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, 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 Evelyn Louise S. Stretanski, 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 \$ 7,300.00 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 and 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 Evelyn Louise S. Stretanski 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 Street North Branch of Atlanta, as in Vol. 1114 of R. E. Mortgages, Page 224. Assignment recorded on day of Nov. 1965