

The First Natl. Bank of Greenville,
Greenville, S.C.

Carroll E.
Jean P. Davis
Vol. 982

REC'D 904 REC 85

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

FILED

JULY 16 1962

Carroll E. & Jean P. Davis

TO

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Whereas we the said Carroll E. and Jean P. Davis
do and by us (our) certain promissory note bearing date the 25th day of July AD, 1962, stand
firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Four Thousand
Dollars Nine Hundred Sixty Five and 64/100 Dollars, payable in 108 successive
monthly installments, each of \$45.93, except the final installment, which shall be the balance then due, the first pay-
ment commencing on the first day of September 1962, and on the first day of each month thereafter until paid,
as in and by the said note and conditions therein, reference thereto had, will more fully appear.

Now, know All Men, That We the said Carroll E. & Jean P. Davis
do 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 so given us, Carroll E. & Jean P. Davis did well and truly paid by the said
Modern Homes Construction Company to us 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: with improvements thereon
All that parcel or lot of land Situate lying and being in the Fair Mt. Town-
ship, Greenville County, State of South Carolina, and being known and des-
ignated as Lot No. 48 of a sub-division Known as Buncome Park, according
to a plat which is recorded in the R. M. C. Office for Greenville County,
in Plat Book M, at Page 12 and having the following metes and bounds,
to wit:

BEGINNING at a point on the northern side of N. Haven Drive, the joint
front corner of Lots Nos. 47 and 48, said beginning point being 842.8
feet in an easterly direction from the northeast intersection of N. Haven
Drive and Old Buncome Road, and running thence with the northern side
of N. Haven Drive, S. 69-10 E. 65.1 feet to a point, the joint front corner
of Lots Nos. 48 and 49 thence with the joint line of Lots Nos. 48 and 49 N.
1-20 W. 220 feet to a point; thence S. 58-00 W. 50 feet to a point, the
joint rear corners of Lots Nos. 47 and 48; thence with the joint line of
Lots Nos. 47 and 48, S. 3-20 E. 195 feet to the point of beginning. **

Mortgagors hereby warrant that this is the first and only encumbrance on this
property and avers that Modern Homes Construction Company built a shell
type house on the land conveyed herein and that mortgagors have right to
convey said property in fee simple.

* Above land conveyed to Carroll E. & Jean P. Davis by deed of Otus Pickelsimer dated the ***
Togethers with all and singular the Rights, Members, Membertumes and Appurtenances to the said Premises belonging, or
in anyway incident or appurtenant.

To Have and to Hold all and singular, the said Premises unto the said Modern Homes Construction Company, its suc-
cessors, Heirs 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, Heirs 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 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 Carroll E. and Jean P. Davis
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 take the Policy of Insurance to the said Modern Homes Construction Com-
pany 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 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 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, then the said Mortgagors, its Execut-
ors, Administrators or Assigns, may pay and cause, together with any costs or penalties incurred thereon, or any part thereof,
and reimbursement therefor on the amount so paid, at the rate of six (6%) per cent, per annum, from the
date of such payment, under this Mortgage.

Provviso Always Nevertheless, and it is the true intent and meaning of the parties to these Presents, that if 2/Ws the
said Carroll E. and Jean P. Davis 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
*** 25th day of June, 1962 and recorded in the R.M.C. Office of Greenville County in
Book _____ at page _____.

This Mortgage is made by Modern Homes Finance Co.
on the 25th day of July 1962 and recorded
in Vol. 1007 at page 133.

Satisfied and paid in full this
25 day of July 1962.

James C. Daugherty Modern Homes Finance Co.
Fayelle Schwoebel M. M. Dierbach
notary Public, Greenville, State at Large Vice-President
My Commission expires

RECEIVED AND FILED IN THE
JULY 26 1962
Elic F. Garrison
CLERK OF COURT
at 1:49 P.M. - 8785