800K 939 PAGE 177

AND ATTORNEY'S PEES CLAUSES

## The State of South Carolina,

COUNTY OF Greenville

in a body.

Richard McClure

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/ Het the said Richard McClure

in and by my ####/certain promissory note bearing date the 30th day of ...... October

A.D., 19 63

am/are indebted to the said Modern Homes Construction Company, or order, in the sum of

Six Thousand Four Hundred Seventy seven and 12/100--- Dollard payable in 144 successive monthly installments, each of \$ 40.98 , with the first payment commencing on the 18th day , 1964 , 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/ the said Richard McClure
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 County, South Carolina, as follows: successors and assigns, certain real estate in Greenville

All of those two certain tracts of land situate in Bates Township, Green-ville County, State of South Carolina, and being described as follows: Tract #1: Beginning at the bridge over Shealy Creek on Bridwell Road, and running thence along the road, S 30-05 E, 118.3 feet to a point in road; thence over an iron pin on the edge of the road, S 56 W, 60 feet to an iron pin on other property now or formerly owned by Lucille M. Bryant and at the corner of property of w. O. Groce; thence N 42-20 W, 187 feet to a point in center of Shealy Creek; thence along the creek as the line, S 28-30 E, 110 feet to the point of beginning containing i acre.

Tract #2: Beginning at a white oak on the western side of the branch; and running thence with the branch as the line N 21-30 E, 3.07 chains to bend; thence continuing with branch, N 64-45 W, 4 chains to point in center of branch in line of property now or formerly owned by L. E. Galliard: thence S 41-45 E, 2.80 chains to iron pin on bank of gully; thence with gully, S 13 E, .40 chains to iron pin on bank of gully; thence S 73-30 W, 6.97 13 E, .46 chains to iron pin on bank of gully; thence S 73-30 W, 6.97 chains to the beginning corner, containing 12 acres, according to survey made by J. E. Freeman in 1940, two parcels contiguous and lying together

This is the same property as conveyed to Richard McClure by Deed from Lucille M. Bryant dated November 24, 1959 and recorded in Book 639, Page 327, public records of Greenville County, S. Carolina.

This being the same parcel of land on which Modern Homes Construction Company erected a shell-type frame house for the Mortgagor herein. Mortgagor herein warrants that this is the first and only encumberance on this property. 🖰

TOGETHER with all and singular the Rights, Members, Hereditaments 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 my self 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 the said 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

house and buildings on said lot, and keep the same insured from loss or damage by fire, with extended coverage in the amount of \$3,500.00 and assign the Poscy of Insurance to the said Modern Homes Construction Company, and in case that 1 or my Helrs shall, as 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 property under this Mostgage. 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 Mortgages, its successors of assigns may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and implures itself for the same, together with interest on the amount so paid, at the rate of Six (696) 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/Me/the said Richard McClure 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