

OCT 15 1953  
RECORDS  
GREENVILLE  
S. C.

OCT 31 1953

BOOK 937 PAGE 365

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

BOOK 27 PAGE 154

The State of South Carolina,

Bobby Curtis Hart and Joyce M. Hart  
TO  
MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We the said Bobby Curtis Hart and Joyce M. Hart  
in and by ~~my~~ (our) certain promissory note bearing date the 15th day of September AD, 1953, stand  
firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$8,161.92)  
Eight Thousand One Hundred and sixty-one & 92/100 Dollars, payable in 144 successive  
monthly installments, each of \$56.68, except the final installment, which shall be the balance then due, the first pay-

BOOK 937 PAGE 366

their Heirs, Executors, Administrators or Assigns, together with the interest thereon, if any shall be  
due, under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and  
void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that Bobby Curtis Hart and Joyce M. Hart, their  
assigns are to hold and enjoy the said Premises until default of payment shall be made.

AND IT IS FURTHER AGREED AND COVENANTED between the said parties, that in case the debt secured by this Mortgage, or  
any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an Attorney for col-  
lection, suit, action or foreclosure, or in the event of the foreclosure of any mortgage, prior or subsequent to this mortgage,  
in which proceeding this mortgage is made a party, or in the event of the bankruptcy of the mortgagor, or in assignment by  
the mortgagor for the benefit of creditors, the said Mortgagor, their Heirs, Executors, Administrators  
or Assigns, shall be chargeable with all costs of collection, including Ten (10%) per cent, of the principal and interest on  
the amount involved as Attorney's fee, which shall be due and payable at once; which charges and fees, together with all  
costs and expenses, are hereby secured, and may be recovered in any suit or action hereupon or hereunder.

Witness my Hand this 15th day of September in the year  
of our Lord one thousand nine hundred and Sixtythree and in the one hundred and 88th  
year of the Sovereignty and Independence of the United States of America.

FILED  
GREENVILLE CO. S. C.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Jimmy K. Nelson  
Julia S. Samant

DATE 11-2-54  
LOCAL MORTGAGE CORPORATION  
ASST. VICE PRESIDENT  
Bobby Curtis Hart  
Joyce M. Hart

wit: [Signature]  
wit: S. Martyn  
Hart (L.S.)  
Hart (L.S.)

The State of South Carolina,

12805

Hill, James

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