

This Mortgage Assigned to Modern Homes Finance Co.  
on 28 day of April 1964 Assignment recorded  
in Vol. 1051 of S. C. Mortgages on Page 98

BOOK 804 PAGE 59

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

**The State of South Carolina,**

FILED  
SEP 25 1959 A.M.



Mrs. Ollie Farnsworth  
R. M. C.

J. D. HOOD AND GRACE B. HOOD  
TO

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: MODERN HOMES CONSTRUCTION COMPANY

Send Greeting:

WHEREAS We the said J. D. Hood and Grace B. Hood in and by ~~my~~ (our) certain promissory note bearing date the 22 day of September A.D., 1959, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of One Thousand Seven Hundred Seventy-four and 80/100 Dollars, payable in 60 successive monthly installments, each of 29.58 Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of December, 1959, and on the first 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 We the said J. D. Hood and Grace B. Hood for 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 to ~~us~~ us the said J. D. Hood and Grace B. Hood in hand well and truly paid by the said Modern Homes Construction Company at 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

All that certain 100' x 125' lot of land in Greenville Township, Greenville County, State of South Carolina, the beginning corner of which begins 371' N 21-30' W from S. C. Highway No. 13 along line of Hood Drive; thence a right angle westerly to the old western line, of that certain 10.25 acres, between the 30.20 acres shown on plat of lands of Ruby R. Graham, by N. J. Fiddle, Surveyor, dated January 25, 1945, thence with said western line N 21-30' W 125' to a new corner in the old line; thence Easterly 100' a new line to a new corner; thence S 21-30' E 125' to the point of beginning. This lot connects briefly on Hood Drive on the SE side of said lot and being a part of that certain 10 acres + conveyed to mortgagors by deed of Ruby Faggiale Graham, dated December 18, 1947, and recorded in Deed Book 333 on page 475, S. C. Office for Greenville County, S. C.

Mortgagors hereby warrant 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, 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 J. D. Hood and Grace B. Hood their 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 assign the Policy of Insurance to the said Modern Homes Construction Company 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 Mortgagor 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, the said Mortgagee, its Executors, Administrators 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 ~~we~~ We the J. D. Hood and Grace B. Hood 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

Satisfied and paid in full, this 9th day of September 1964.  
Modern Homes Finance Company  
M. M. DeLoach Vice President  
Witness Lillian Crane  
Gaynell Schomberg

SATISFIED AND CANCELLED OF RECORD  
29 DAY OF July 1967  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 10:19 O'CLOCK A. M. NO. 3129

M. Assignment: See Vol. 824 Page 473  
28 April 1967  
The First Natl. Bk. of Atlanta, N.Y.