

PR

Katie Emery Book 825 Page 85

The State of South Carolina,

TO

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/~~WE~~ the said Katie Emery  
in and by ~~me~~ (our) certain promissory note bearing date the 17th day of May A.D., 19 60 , stand  
firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$1952.25)  
One Thousand, Nine Hundred, Fifty-Two and 28/100 , Dollars, payable in 66 successive  
monthly installments, each of \$ 29.58 , except the final installment, which shall be the balance then due, the first pay-  
ment commencing on the first day of August , 19 60 , 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 I/~~WE~~ the said Katie Emery  
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 me/~~us~~ the said Katie Emery 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 real estate in Greenville  
County, South Carolina as follows:

All that certain 210' square lot of land, with improvements thereon, situate, lying and  
being in Saluda Township, County of Greenville, State of South Carolina, beginning at a  
point on the North side of Beaver Dam Road 825', more or less, from a pin in mortgagors  
old south east corner, the pin being on the South side of said road; thence 210' in a  
northerly direction a new line to a new corner; thence 210' in a westerly direction to a  
new corner; thence 210' in a southerly direction to a new corner; thence 210' in a  
easterly direction along Beaver Dam Road to the beginning, and bounded on the North, East  
and West by lands of the mortgagor and on the South by Beaver Dam Road, and being a  
part of that certain (38) acres, more or less, conveyed to mortgagors by deed of W. D.  
Barnett, dated December 7, 1943, and recorded in Deed Book 273, Page 386, R. L. C.  
office for Greenville County, South Carolina.

Mortgagors hereby warrant that this is the first and only encumbrance on this property  
and 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.

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 succes-  
sors, Heirs 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, Heirs 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 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 Katie Emery, 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, and assign the Policy of Insurance to the said Modern Homes Construction Com-  
pany 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 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 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 Execut-  
ors, Administrators or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part there-  
of, 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/~~WE~~ the  
said, Katie Emery 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

For Assignment See R. E. M. Book 831 Page 369.  
An Assignment See R. E. M. Book 831 Page 378.