

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

The State of South Carolina

COUNTY OF GREENVILLE



Mrs. Ollie Fansworth

Earl Henry Case and wife, Lois Kathleen Case

TO MODERN HOMES CONSTRUCTION COMPANY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We the said Earl Henry Case and wife, Lois Kathleen Case in and by (our) certain promissory note bearing date the 2nd day of July A.D., 19 60, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$3974.40) Three Thousand, Nine Hundred, Seventy-four and 40/100 Dollars, payable in 72 successive monthly installments, each of \$55.20, except the final installment, which shall be the balance then due, the first payment commencing on the first day of September, 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 We the said Earl Henry Case and wife, Lois Kathleen Case 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 the said Earl Henry Case and wife, Lois Kathleen Case 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 Bates Township, Greenville County, State of South Carolina on the S/s of highway 125, Freemans Bridge Road; BEGINNING at Robert Murr and wife, Stella Murr's old North West corner; thence in a Southerly direction 210' to a new corner; thence in an Easterly direction 210' to a new corner; thence in a Northerly direction 210' to a new corner in the old line; thence in a Westerly direction 210' along said highway to the BEGINNING and bounded on the North by said highway, East and South by Robert Murr and wife, Stella Murr and West by lands of Paul Styles and being a part of that certain 57.75 Acres + conveyed to Robert Murr and wife, Stella Murr by deed of John Kidd, dated March 26, 1958 and recorded in Deed Book 596, Page 457 in the R...C. Office for Greenville County, South Carolina.

Above land conveyed to Earl Henry Case and wife, Lois Kathleen Case by deed of Robert Murr and wife, Stella Murr dated July 1st, 1960 and recorded in Deed Book \_\_\_\_, page \_\_\_\_, Greenville County Registry.

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 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 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 Earl Henry Case and wife, Lois Kathleen Case 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 sum 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 the Earl Henry Case and wife, Lois Kathleen Case 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 20 day of February 1962. Modern Homes Construction Company. Jaynell Schomberg M. M. DeLoach, Vice President. See C. Buckler Notary Public, State of Georgia. My Commission Expires Dec. 15, 1964.

SATISFIED AND CANCELLED OR RECORDED 23 DAY OF Feb. 1962 Ollie Fansworth R. W. C. FOR GREENVILLE COUNTY, S. C. AT 2:29 O'CLOCK P. M. NO. 2299

For Assignment See R. E. M. Book 833 Page 464. For Assignment See R. E. M. Book 833 Page 465. For Assignment See R. E. M. Book 882 Page 515.