

The State of South Carolina

COUNTY OF GREENVILLE

FILED DEC 3 1960 AM



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

Mrs. Ollie Farnsworth R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS I/We the said ROBERT WILLIAMS & EMILY WILLIAMS in and by my (our) certain promissory note bearing date the 16th day of November A. D. 19 60, stand firmly held and bound unto the said Cadillac Homes Inc., of Orangeburg, S. C., or order, in the sum of Four thousand four hundred ninety four & 00/100 Dollars, payable in 84 Successive monthly installments, each of Fifty Three & 50/100 Dollars, except the final installment, which shall be the balance then due the first payment commencing on the first day of February 1961, 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 Robert Williams & Emily Williams for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Cadillac Homes Inc., of Orangeburg, S. C., according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS to me/us the said Robert Williams & Emily Williams in hand well and truly paid by the said Cadillac Homes Inc., of Orangeburg, S. C., 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 Cadillac Homes Inc., of Orangeburg, S. C., its successors and assigns

All that certain piece, parcel or lot of land together with all improvements thereon, Situate, lying and being, All that certain piece, parcel or tract of land on the eastern side of county road SS-130 in Saluda Township, Greenville County, South Carolina, having the following metes and bounds;

BEGINNING AT a nail and stopper in the center of County Road SS-130 at the corner of property of Cecil Vaughn and running thence along a barbed wire fence, line of Cecil Vaughn N. 64-40 E. 270 ft. to a point; thence along a new line parallel to said county road 140 ft., more or less, to the line of the property of Ollie Rose Miller (property received by Ollie Rose Miller as shown by deed recorded in Vol. 633, at page 385); thence along the Miller line S. 87-15 W. 270 ft., more or less, to a nail and stopper in the center of said County Road; Thence in a northerly direction along said County Road 140 ft., more or less, to the beginning.

This is a portion of the property conveyed to the grantor by deed recorded in Vol. 393 at page 135.

This lot of land deeded to Robert Williams and Emily Williams by Henry McKenzie by deed dated November 15, 1960, and recorded in the office of the Clerk of Court for Greenville county in Deed Book 664 Page 109

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 Cadillac Homes Inc., of Orangeburg, S. C., its successors, Heirs and Assigns forever.

AND We do hereby bind ourselves, our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Cadillac Homes Inc., of Orangeburg, S. C., its successors, Heirs and Assigns, from and against ourselves, our Heirs, Executors, Administrators and Assigns and all persons whomsoever 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 Robert Williams & Emily Williams, 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 Cadillac Homes Inc., of Orangeburg, S. C., and in case that We they shall, at any time, neglect or fail so to do, then the said Cadillac Homes Inc., of Orangeburg, S. C., 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 thereby secured be paid, the said Mortgagors 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 I/We the Robert Williams & Emily Williams do and shall well and truly pay, or cause to be paid, unto the said Cadillac Homes Inc., of Orangeburg, S. C., 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 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 Robert Williams & Emily Williams Their assigns are to hold and enjoy the said Premises until default of payment shall be made.

For Satisfaction to this Mortgage see R. G. M. Book 1134 page 382

WITNESSED AND CANCELED OF RECORD 18th DAY OF August 1960 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. 2:55 P. M. 4038

This Mortgage Assigned to Commercial Acceptance Corp. on 26 day of Feb. 1963 Assignment recorded in Vol. 112 of R. E. Mortgages on Page 373