

PR

FILED
SEP 15 1961 A.M.



BOOK 867 Page 537

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

The State of South Carolina,

Eastle Hudson and wife,
Lula Hudson
TO
MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/We the said Eastle Hudson and wife, Lula Hudson in and by my (our) certain promissory note bearing date the 16th day of August A.D. 1961 stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$5038.32) Five Thousand Thirty-eight & 32/100 Dollars, payable in 84 successive monthly installments, each of \$ 59.98, except the final installment, which shall be the balance then due, the first payment commencing on the first day of November 19 61, 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 Eastle Hudson and wife, Lula Hudson 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 Eastle Hudson and wife, 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 piece, parcel or tract of land, with improvements thereon, situate, lying and being in Pates Township, Greenville County, State of South Carolina, and more fully described as follows:

BEGINNING at a stake on the Southwesterly margin of a county road leading to Tugaloo Road, said stake being East, 92 feet from a crotch in said county road, and runs thence S 22 E, 150 feet along said county road to a stake; runs thence S 57 W, 174 feet to a stake; runs thence N 22 W, 150 feet to a stake; runs thence N 57 E, 174 feet to the point and place of Beginning, being a portion of that certain 28 1/2 acres, more or less, conveyed to John A. Hudson by deed of H. D. Burns, dated March 9, 1945, and recorded in Deed Book 277, page 224, Greenville County Registry.

Above land conveyed to Eastle Hudson and wife, Lula Hudson by deed of John A. Hudson, dated August 1, 1961 and recorded in Deed Book _____, page _____, Greenville County Registry.

Mortgagors hereby warrant that this is the first and only encumbrance on this property and avers 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 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 Eastle Hudson and wife, Lula Hudson, their Heirs, Executors or Administrators, shall 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 Mortgage, 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 said, Eastle Hudson and wife, Lula Hudson 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

FORM 800-1-60

For Assignment See B. & M. Bond 872 Page 530
For Assignment See B. & M. Bond 871 Page 531
12 Feb 69 1117
Modern Homes Finance

Satisfied and paid in full this 19th day of July 1968.

Modern Homes Finance Company
M. M. DeLoach Vice President

Witness Judith A. Hall
Faynell Schomberg

SATISFIED AND CANCELLED OF RECORD
12 DAY OF Feb 1968
Ollie Faraworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:54 O'CLOCK A. M. NO. 19110