



The State of South Carolina

Hugh Lee Sullivan, Jr. and wife, Betty Sue Sullivan TO

MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/We the said Hugh Lee Sullivan, Jr. and wife, Betty Sue Sullivan in and by my (our) certain promissory note bearing date the 4th day of April A.D. 19 62, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$5991.84) Five Thousand Nine Hundred Ninety-one & 84/100 Dollars, payable in 108 successive

monthly installments, each of \$ 55.48, except the final installment, which shall be the balance then due, the first payment commencing on the first day of June 19 62, 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 Hugh Lee Sullivan, Jr. and wife, Betty Sue Sullivan 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 Hugh Lee Sullivan, Jr. and 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 part, parcel or lot of land, with improvements thereon, situate, lying and being in Fairview Township, Greenville County, State of South Carolina, being 3 miles West of Simpsonville, S. C. and 1/4 mile East of Georgia Road.

BEGINNING at an iron stake on the Eastern side of a county dirt road, said dirt road intersecting with a county tar and gravel road 411 feet North of said stake, said tar and gravel road also intersecting with the Georgia Road one-half mile to the West of the aforementioned intersection of the tar and gravel road and the county dirt road, said stake being on the Eastern side of said county dirt road on the land line of Armstrong, said Armstrong line being 411 feet from the middle of the tar and gravel road at the intersection of said tar and gravel road and the county dirt road and running thence along said county dirt road N 18-11 E 210 feet to an iron stake; thence running S 42-04 E 210 feet to an iron stake; thence running S 18-11 W 210 feet to an iron stake; thence running along the line of Armstrong N 42-04 W 210 feet to the beginning corner.

Being a portion of that certain tract of land conveyed to Izola Sullivan by deed of E.O. Jacks, dated the 28th day of April, 1956 and recorded in the office of the Clerk of Court for Greenville County or the R.M.C. Office in Deed Book Q at page 21. Above land conveyed to Hugh Lee Sullivan, Jr. and wife, Betty Sue Sullivan by deed of Izola Sullivan, dated March 5, 1962 and recorded in the R.M.C. Office for Greenville County in Deed Book 697, page 419.

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\*\* 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 Hugh Lee Sullivan, Jr. and wife, Betty Sue Sullivan, Heirs, Executors or Administrators, shall and will insure the house and buildings on said lot, and keep the same insured from fire 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, NOTWITHSTANDING, and it is the true intent and meaning of the parties to these Presents, that if I/We the said, Hugh Lee Sullivan, Jr. and wife, Betty Sue Sullivan and shall well and truly pay, or cause to be paid, unto the Modern Homes Construction Company the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, the true intent and meaning of the said note and all sums of money provided to be paid by the Mortgagor \*\*conveyed herein and that mortgagors have right to convey said property in fee simple.

For Assignment see O. E. M. Book 889 Page 295. This Mortgage Assigned to The First Natl Bank of Atlanta, Ga. on the 14th day of March 1963. Assignment recorded on 4/19/63 of R. E. Mortgages on Page 299.