

FILED
AUG 21 1962

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

899 81

The State of South Carolina,

COUNTY OF GREENVILLE

James G. Smith

TO

MODERN HOMES CONSTRUCTION COMPANY

TO ALL WHOM THESE PRESENTS MAY CONCERN;

Send Greeting:

WHEREAS I/WX the said James G. Smith in, and by my (X) certain promissory note bearing date the 21st day of May A.D., 1962, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$5181.84)

Five Thousand One Hundred Eighty-one & 84/100 Dollars, payable in 108 successive monthly installments, each of \$47.98, except the final installment, which shall be the balance then due, the first payment commencing on the 15th day of July 1962, and on the 15th 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/WX the said James G. Smith 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/X the said James G. Smith 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 part, parcel or lot of land, with improvements thereon, situate, lying and being in Greenville, County, Fairview Township, State of South Carolina, being on the South side of N. Georgia Road.

BEGINNING at an iron cap in the middle of the Georgia Road, said cap being 575 feet East of the Springs Baptist Church and also being 1,524.6 feet West of the Northeast corner of that certain tract of land conveyed to Grady L. Smith and Maybelle Smith by deed of James R. and Ruby W. Sipes dated May 23, 1950 and recorded in the R.M.C. Office for Greenville County in Deed Book 410, page 503 and running thence in a Southeasterly direction along the line of Grady L. and Maybell Smith 93 feet to an iron stake; thence running in an Easterly direction with the line of Smith 87 feet to an iron stake; thence running in an Easterly direction a new line 60 feet to an iron stake; thence running in a Northerly direction a new line 190 feet to an iron nail cap in the center of the said Georgia Road; thence running along the center of said Georgia Road in a Westerly direction 60 feet to the point of the beginning. Being the Northwest of that certain tract of land of Grady L. Smith and Maybelle Smith aforementioned.

Above land conveyed to James G. Smith by deed of Grady L. Smith and Maybelle C. Smith, dated April 23, 1962 and recorded in Deed Book _____, page _____, R.M.C. Office for Greenville County.

Mortgagor hereby warrants 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 mortgagor has 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 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 James G. Smith, his 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 I or my heirs shall, at any time, neglect or fail 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 his 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/WX the said, James G. Smith 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

This Mortgage Assigned to Mrs. ... 1962 Assignment recorded

at ... day of ... 1962 ... of R. E. Mortgages on Page ...

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1162
L.A.C. Trans. April 1962
Nov. 63
1216