## The State of South Carolina,

E. N. Rochester

TO

COUNTY OF GREENVILLE

Mrs. Ollie Farnsworth TO ALL WHOM THESE PRESENTS MAY CONCERN: M. S.

Send Greeting:

WHEREAS I/XXX the said E. N. Rochester

A.D., 19 60, stand in and by my (mux) certain promissory note bearing date the 6th (\$5052.96)

firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Five Thousand, Fifty-two and 96/100 , Dollars, payable in 72 successive , except the final installment, which shall be the balance then due, the first paymonthly installments, each of \$ 70.18 ment commencing on the that day of November 1960, and on the that 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/Whe the said E. N. Rochester 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/ma the said E. N. Rochester 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 eestate in Greenville County, South Carolina as follows:

All that certain 210' square lot of land, with improvements thereon, situate, lying and being in School District 10-B, Greenville County, State of South Carolina; 872' in a Southerly direction from Lillie Callie Rochester's North East corner on the West side of Hunt Bridge Road; thence a new line on Lillie Callie Rochester's land 210' in a Westerly direction to a new corner; thence a new line in a Southerly direction 210' to a new corner; thence 210' in a Easterly direction to a new corner; thence with said Road 210' in a Northerly direction to the Beginning and Bounded on the North, South and West by other lands of Lillie Callie Rochester, East by said road and being a part of that certain (7意) acres, more or less, conveyed to Lillie Callie Rochester by deed of Charles J. Spillane, dated August 15, 1956 and recorded in Deed Book 559, Page 293, in the R.M.C. Office for Greenville County, South Carolina. Above land conveyed to E. N. Rochester by deed of Lillie Callie Rochester dated September 6, 1960 and recorded in Deed Book , Page , Greenville County Registry. Mortgagor hereby warrants 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

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

and that mortgagor has right to convey said property in fee simple.

To Have and to Hold all and singular, the said Premises unto the said Modern Homes Construction Company, its success sors, Heirs and Assigns forever.

Heirs, Executors and AND do hereby bind myself and my Administrators, to warrant and forever defend all and singular the said Premises unto the said Modern Homes Construction Heirs, Executors, Company, its successors, Heirs and Assigns, from and against me and my 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 E. N. Rochester, Heirs, Executors or Administrators, shall and will insure the house and buildings on said lot, and keep the his same insured from loss or damage by fire, and assign the Policy of Insurance to the said Modern Homes Construction Commy heirs shall, at any time, neglect or fail so to do, then the said Modern pany and in case that 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 his Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property paid, the said Mortgagor 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 said, E. N. Rochester 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