MORTGAGE OF REAL ESTATE TO SECURE NOTE WITH INSURANCE TAX
AND ATTORNEY'S FEES CLAUSES 1843 WAS 617

The State of South **C**

Clarence

MEIMEN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/Wet the said Clarence Jr. Burgess

in and by my (count certain promissory note bearing date the 23rd day of November

A.D., 19:60 , stand

firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (#3906.72) Three Thousand, Nine Hundred, Six and 72/100

, Dollars, payable in 72 successive

monthly installments, each of \$54.26 , except the final installment, which shall be the balance then due, the first payment commencing on the Not day of February 19 61, and on the Not 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/xxx the said Clarence Jr. Burgess 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 the said. Clarence Jr. Burgess 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 cestate in County, South Carolina as follows:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in Greenville County, State of South Carolina, Gantt, Township, more particularly described by plat of Otis Scott, with metes and bounds as follows, according to said plat; BEGINNING at I. P. on Stanton Bridge Road running in an Easterly line 147.6 feet bound by a dirt road to an I. P.; thence 147.6 feet North to I. P.; thence 147.6 feet back to a point on the Smanton Bridge Road; thence 147.6 feet along Stanton Bridge Road in a Southwardly direction to the Beginning, containing .50 acres, more or less.

This instrument is made under the authority wested in Otis Scott as Executor of the last will and testament of R. D. Smith, deceased, on file in the Office of Probate Court for Greenville County, in a contract 308, 611.6 County, in apartment 388, file 6, County, in apartment 388, file 6.

Above land conveyed to Clarence Jr. Burgess by deed of Otis Scott dated November 16, 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 avers that Modern Homes Construction Company built a shell type house on the land conveyed

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or

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. AND 1 do hereby bind myself and my Heirs, Executors

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

Administrators, to warrant and forever defend all and singular the said Premises unto the said Modern Homes Constru Company, its successors, Heirs and Assigns, from and against me and my Heirs, Exceutors,

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 ACREED, by and between the said parties, that the said Clarence Jr. Burgess, 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 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 aintum, 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. h18 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/size the said, Clarence Jr. Burgess do and shall well and truly pay, or cause to be paid, unto the said Modern Homes Construction Company the said debe 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

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