

FILED

MORTGAGE OF REAL ESTATE TO SECURE NOTE WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSE BOOK 865 PAGE 99

The State of South Carolina



Claude A. Sweeney and wife, Barbara J. Sweeney TO

COUNTY OF GREENVILLE

MODERN HOMES CONSTRUCTION COMPANY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mrs. Ollie Farnsworth

Send Greeting:

WHEREAS I/We the said Claude A. Sweeney and wife, Barbara J. Sweeney in and by my (our) certain promissory note bearing date the 14th day of June A.D., 1961, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$5710.32) Five Thousand Seven Hundred Ten & 32/100 Dollars, payable in 84 successive

monthly installments, each of \$ 67.98, except the final installment, which shall be the balance then due, the first payment commencing on the first day of September 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 Claude A. Sweeney and wife, Barbara J. Sweeney 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 Claude A. Sweeney and wife, Barbara J. Sweeney 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 lot of land, with improvements thereon, situate, lying and being in Grove Township, Greenville County, State of South Carolina, and defined and described as follows:

BEGINNING at an iron pin on the southerly margin of a paved county road, said iron pin being 515 feet from I. P. former corner of James A. Sweeney, now Ulysses Grant Sweeney, Jr., and runs thence S 19-20 E 450 feet to a stake; runs thence N 57-00 E 200 feet to a stake; runs thence N 12-30 W 450 feet to a stake on margin of aforesaid road; runs thence along said road, S 57-00 W 200 feet to the point and place of Beginning, containing 2 acres, more or less, and being a portion of that certain 7.77 acres, more or less conveyed to James Allen Sweeney by deed of C. B. Huff, as sole surviving Trustee, dated December 14, 1948, and recorded in Deed Book 304, page 54, Greenville County Registry. Above land conveyed to Claude A. Sweeney and wife, Barbara J. Sweeney by deed of James Allen Sweeney dated June 5, 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 Claude A. Sweeney and wife, Barbara J. Sweeney, their 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 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, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if I/We the said, Claude A. Sweeney and wife, Barbara J. Sweeney, 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:

In Disponent Mr. B. E. M. Book 869 Page 575, 576 & 577

See checked assignments see R. E. M. Book 869 Page 575, 576 & 577. The Trust. Natl. Bk. of Atlanta, ex. 28 Sept 64 495-957

Satisfied and paid in full this 27 day of September 1968. Modern Homes Finance Company m. m. De Loach Vice President witness Emily M. Sib Faynell Schomberg

SATISFIED AND CANCELLED OF RECORD DAY OF Nov 19 68 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 4:09 O'CLOCK P. M. NO. 10844

