

BOOK 894 Page 267

MORTGAGE OF REAL ESTATE TO SECURE NOTE WITH INSURANCE TAX
FILED AND ATTORNEY'S FEES CLAUSES
 JUN 29 1962
 Mrs. Ollie Farnsworth

The State of South Carolina
 COUNTY OF GREENVILLE

Ervin J. Howard
 TO
 MODERN HOMES CONSTRUCTION COMPANY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/~~WE~~ the said Ervin J. Howard
 in and by my (~~we~~) certain promissory note bearing date the 17th day of April A.D., 1962 and
 firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$2644.04)
 Two Thousand Six Hundred Forty-four & 04/100 Dollars, payable in 98 successive
 monthly installments, each of \$ 26.98 except the final installment, which shall be the balance then due, the first pay-
 ment commencing on the 15th day of May 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/~~WE~~ the said Ervin J. Howard
 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 Ervin J. Howard 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 O'Neal Township, Greenville County, State of South Carolina, and
 bounded by lands of A. B. Brown, W. W. Edwards and other lands of Jessie J. Bramlett
 and containing 0.81 acre, more or less and having the following metes and bounds:
 BEGINNING at an iron pin, (said pin being 491 feet South of the intersection of the
 dirt road whereon the lot is located and Bramlett Rd., said dirt road being 400 feet
 West of the intersection of Bramlett Rd. and Rutherford Rd.,) corner of lands of
 Jessie J. Bramlett, A. B. Brown and W. W. Edwards and running thence N 37-20 E 150
 feet to an iron pin on Edwards Lake Property line; thence S 20-00 E 318 feet to an
 iron pin; thence S 70-00 W 127 feet to an iron pin on Brown's line; thence N 20-00 W
 236 feet to the beginning corner.

This lot of land is part of the same land conveyed to Jessie J. Bramlett by James L.
 Rollins, deed recorded in R.M.C. Office, Vol 225, page 220. Above land conveyed to
 James C. Greene, Sr. by deed of Jessie J. Bramlett, dated August 23, 1960 and record-
 ed in Deed Book 669, page 41, R.M.C. Office for Greenville County. Above land con-
 veyed to Ervin J. Howard by deed of James C. Greene, Sr., dated March 19, 1962 and re-
 corded in Deed Book 700, page 145, 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 succes-
 sors, 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 Ervin J. Howard,
 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 Com-
 pany 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 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 Execu-
 tors, Administrators or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part there-
 of, 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, Ervin J. Howard 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 First Nat'l Bank of Atlanta, Ga.
 on 15th day of March 1962. Assignment recorded
 in Vol. 919 of R. E. Mortgages on Page 297.
 This Mortgage Assigned to Mrs. Ollie Farnsworth, Page 28.
 on 28th day of Sept 64.
 in Vol. 974

SATISFIED AND CANCELLED OF RECORD
 26 DAY OF July 1962
 Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 2:30 O'CLOCK P. M. NO. 557

Lien Released By Sale Under
 Foreclosure 22 day of July
 A. D., 1962. See Judgment Roll
 No. 557
 E. L. Linn
 MASTER

Attest:
 Nellie M. Smith
 Deputy