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DEC 21 1962
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MORTGAGE OF REAL ESTATE TO SECURE NOTE-WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES

The State of South Carolina,
COUNTY OF GREENVILLE

Charles B. Taylor and wife, Lillian B. Taylor
TO
MODERN HOMES CONSTRUCTION COMPANY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/We the said Charles B. Taylor and wife, Lillian B. Taylor in and by ~~me~~ (our) certain promissory note bearing date the 5th day of June A.D., 19 62, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$7449.84 ^{CA-1} _{CB-1}) Seven Thousand, Four Hundred, Forty-nine & 84/100, Dollars, payable in 108 successive monthly installments, each of \$ 68.98, except the final installment, which shall be the balance then due, the first payment commencing on the first day of September, 19 62, 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 Charles B. Taylor and wife, Lillian B. Taylor 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 Charles B. Taylor, / and wife, Lillian B. Taylor 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 part, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina. Being in Highland Township and being on the North side of Mush Creek Church Road.

BEGINNING at a point in Mush Creek Church Road, said point being 210 feet West of the land line of J. J. Bayne, also being 210 feet from Light Pole No. 11. 14 said light pole being .9 miles West of the intersection of Mush Creek Church Road and Tigerville Road. Running from said point in a Northerly direction 210 feet to an iron stake; thence running in a Westerly direction 210 feet to an iron stake, thence running in a Southerly direction 210 feet to a point in the center of Mush Creek Church Road, thence with the center of the said road in an Easterly direction to the beginning point. Being a portion of the certain tract of land conveyed to J. J. Bayne by deed of Leonard D. Nix dated the 8th day of December, 1950 and recorded in the Office of the R. M. C. Office for Greenville County in Deed Book 424, page 453. Above land conveyed to Charles B. Taylor and wife, Lillian B. Taylor by deed of J. J. Bayne dated the 18th day of May, 1962 and recorded in Deed Book _____, page _____, Greenville County Registry. **

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 Charles B. Taylor and wife, Lillian B. Taylor Heirs, Executors or Administrators, shall and will insure the house and buildings on said lot, and keep the their 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 Mortgagors 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, Charles B. Taylor and wife, / Lillian B. Taylor 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 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.

This Mortgage Assigned to Modern Homes Finances Co. on 21 day of Dec. 1962 in Vol. 917 of R. E. Mortgages on page 303. Instrument recorded

Reference as to assignments and advice through...