

FILED
 FEB 11 1963
 Farasworth

The State of South Carolina,
 COUNTY OF Greenville

Ruby Watson (Wilson) Paris
 MODERN HOMES CONSTRUCTION COMPANY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Said Greeting:

WHEREAS I/WX the said Ruby Watson (Wilson) Paris in and by my (WX) certain promissory note bearing date the 30th day of November A.D., 19 62, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of (\$4425.84)

Four Thousand, Four Hundred, Twenty-five and ^{84/100} Dollars, payable in 108 successive monthly installments, each of \$40.98 except the final installment, which shall be the balance then due, the first payment commencing on the ~~15th~~ ^{15th} day of December 1962, and on the ~~15th~~ ^{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/WX the said Ruby Watson (Wilson) Paris 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/WX the said Ruby Watson (Wilson) Paris 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 County, South Carolina as follows:
 All that part, parcel or lot of land, with improvements thereon, situate, lying and being in Greenville Township, County of Greenville, State of South Carolina. Being the North Portion of Lot No. 3 on a plat of property of F. B. Massingale made by J. Coke Smith, May 15, 1947.

BEGINNING at an iron stake on the North side of Arch Street Extension at the corner of Lots 2 and 3 and running thence in a northerly direction along the common line of Lots 2 and 3, 85 feet crossing Utility pole 367 to an iron stake, said stake being the beginning corner of the hereinafter described lot and running thence in an easterly direction a new line 60 feet to an iron stake on the common line of Lots 3 and 4; thence running with the common line of Lots 3 and 4, 85 feet in a northerly direction to an iron stake; thence running in a westerly direction along the rear line of Lot 3, 60 feet to an iron stake on the common corners of Lots 2 and 3; thence running in a southerly direction 85 feet to the beginning corner.

There being granted a right of way or easement granted with the hereinabove described lot said right of way running from the said stake on the said Arch Street Extension and running thence with the common line of Lots 2 and 3 in a northerly direction 85 feet to the beginning stake of the above described lot and extending 15 feet in an easterly direction along the entire length of the 85 foot line. Said right of way or easement granted for the purpose of ingress, egress and regress to the above described lot.

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 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 Ruby Watson (Wilson) Paris her 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 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 her 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/WX the said, Ruby Watson (Wilson) Paris 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

* Greenville County in Deed Book 698 at page 393.
 ** 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.