

This Mortgage assigned to *G.A.C. Trans. - shell acceptance corp.*
On *25* day of *Nov.* 1968 Assignment recorded
in Vol. *1112* of R. E. Mortgages on Page *133*

BOOK 925 PAGE 73

FILED
JUN 11 1963
SOUTH CAROLINA
CLERK OF COURT

The State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO SECURE NOTE-WITH INSURANCE, TAX AND ATTORNEY'S FEES CLAUSES
Mary Frances Bailey, as Trustee for G. Garson and Nancy B. Gilbert
TO
MODERN HOMES CONSTRUCTION COMPANY
P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/~~we~~ the said **Mary Frances Bailey** as Trustee for G. Garson Gilbert and Nancy B. Gilbert in and by my ~~(self)~~ certain promissory note bearing date the 16th day of March A.D., 1963 am/~~we~~ indebted to the said Modern Homes Construction Company, or order, in the sum of (\$6621.12) Six Thousand, Six Hundred, Twenty-One & 12/100 Dollars, payable in 144 successive monthly installments, each of \$ 45.98 with the first payment commencing on the 15th day of June 1963 and payable on the same 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.

Nancy B. Gilbert

NOW, KNOW ALL MEN, That I/~~we~~ the said **Mary Frances Bailey** as Trustee for G. Garson and / for and in consideration of the said debt and sum of money aforesaid, and for 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~~ in hand well and truly paid by the said Modern Homes Construction Company at and before the sealing and delivery of the 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, certain real estate in Greenville County, South Carolina, as follows:

All that certain part, parcel on lot of land, with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina. Being on the South side of Gap Creek Road 3 miles Northeast of the intersection of said Gap Creek Road and River Falls Road, said intersection being 4 miles Northwest of Cleveland, South Carolina.

BEGINNING on a stake in the Southern margin of Gap Creek Road, said stake being in the center of School House Branch, 3 miles Northeast of the intersection of said Gap Creek Road and River Falls Road, and runs thence with the Southern margin of Gap Creek Road North 58 deg. 40' East 208.5 feet to a stake; thence South 30 deg. 40' East 220 feet to a stake; thence South 58 deg. West 248.2 feet to a stake in the center of the afore-mentioned branch; thence with the center of the branch in a Northwesterly direction 250 feet to the beginning. Containing one (1) acre, more or less.

Being the same tract of land conveyed to Mary Frances Bailey as Trustee for G. Garson Gilbert and wife, Nancy B. Gilbert, dated the 16th day of March, 1963, and recorded in the Office of the Clerk of Court for Greenville County, S. C. in Book _____ at page _____.

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 herein conveyed and that mortgagors have the 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 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, 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 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 **Mary Frances Bailey**, as Trustee for G. Garson and Nancy B. Gilbert, 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, with extended coverage in the amount of \$ 4000.00 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 its name, and reimburse itself for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of Six per centum (6%), 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 successors 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, **Mary Frances Bailey** as Trustee for G. Garson and Nancy B. Gilbert 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, according to the true intent and meaning of said note and all sums of money provided to be paid by the

(TUMBLE)

This Mortgage Assigned to *Modern Home Finance Co.*
on *23* day of *August* 1968. Assignment recorded
in Vol. *929* of R. E. Mortgages on Page *166*