

FILED  
OCT 18 1963  
Mrs. Ollie Farnsworth  
R. M. C.

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

The State of South Carolina,

FELTON WILSON AND GEORGIA MAE WILSON  
TO  
MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We the said FELTON WILSON AND GEORGIA MAE WILSON in and by My (our) certain promissory note bearing date the 27th day of September A.D., 19 63, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Eight Thousand Two hundred and five & 12/100 (\$8,205.12), payable in 144 successive monthly installments, each of \$ 56.98, except the final installment, which shall be the balance then due, the first payment commencing on the first day of January 19 64, 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 We the said Felton Wilson and Georgia Mae Wilson 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 us the said Felton Wilson and Georgia Mae Wilson, to be paid 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 piece, parcel or lot of land, with improvements thereon, located and situate in Greenville County, State of South Carolina, being more fully described as follows:

BEGINNING at a point on Miller Road,\* running thence on Miller Road S. 51-00 W 105 feet to a point; thence N. 57-15 W 205 feet to an iron pin; thence N. 51-00 E 105 feet to an iron pin; thence S. 59-15 E 205 feet to the point of beginning. Being bounded on the Northeast and Northwest by lands of Clark Johnson, on the Southwest by Griffin and on the Southeast by Miller Road.

SAID property being the property deeded to Felton Wilson and Georgia Mae Wilson by deed of Clark Johnson dated the 29th day of June, 1963 and recorded in the R. M. C. Office for Greenville County in Deed Book 727 at Page 03.

MORTGAGOR Shereby 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.

\* said beginning point being 2/10 mile Northeast of intersection of Roper Mountain Road and said Miller Road.

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 Felton Wilson and Georgia Mae Wilson, 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 We the Felton Wilson and Georgia Mae Wilson 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 Assured by Associated Business Corp. on 16 day of Nov. 63 in Vol. 947 of R.M.C. 77