MORTGAGE OF REAL ESTATE TO SECURE NOTE-WITH INSURANCE, TAX Q1110, and attorney's fees clauses

May

The State of South Carolina, P. TOOOK 953 PAGE 563 5 1 964 MODERN HOMES CONSTRUCTION COMPANY JUL 175 Ollie Farnsworth COUNTY OF Greenville P. O. Box 1331, Valdosta, Georgia

R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/### the said

Marvin H. Ward

in and by my ####ertain promissory note bearing date the 21st day of

A.D., 19 64

am/are indebted to the said Modern Homes Construction Company, or order, in the sum of

ix Thousand Two Hundred Ninety-eight and 56/100---(\$6,298.56) successive monthly installments, each of \$43.74, with the first pay

Dollars, payable in

, with the first payment commencing on the 1st day , 19 64 , and payable on the same day of each month thereafter until paid, as in and by the said of August note and condition thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I/###the said Marvin H. Ward 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 County, South Carolina, as follows: successors and assigns, certain real estate in Greenville

All that certain piece, parcel or lot of land containing  $\frac{1}{2}$  acre, more or less, said tract being a part of a tract of land deeded to Fay Pittman by R. . Wofford in deed dated February 13, 1931 and recorded in the office of Clerk of Court for Greenville County, State of South Carolina in Book 114 at Page 438. Butting and Bounding as follows: the North and East by Fay Pittman, on the South by paved road Number S-42-845 and on the West by Angeline Ward. Measuring as follows: Beginning at a point on the North side of paved road, # s-42-845, where property of Fay Pittman joins that of Angeline Ward and running in a Northerly direction along said line for 210 feet; thence in an Easterly direction for 100 feet to a new point, thence in a Southerly direction for 210 feet to paved road S-42-845, thence along said road in a Westerly direction for 100 feet to point of beginning.

This is the same property conveyed to Marvin H. Ward by Deed from Fay Pittman dated April 27, 1964 and recorded in Book 750, Page 306, Office of the Clerk of Court, Greenville County, South Carolina.

This being the same parcel of land on which Modern Homes Construction Company erected a shell-type frame house for the Mortgagor herein. The Mortgagor herein warrants that this is the first and only encumbrance on this property.

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.

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, Executors, Administrators and Assigns lawfully claiming, and assigns, from and against me and my 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

Marvin H. Ward, 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, with extended coverage in the amount of \$4,000.00 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 & 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 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.

it is the true intent and meaning of the parties to these Presents. that if I/\<del>\delta the</del> said Marvin H. Ward, 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 ofsaid note and all sums of money provided to be paid by the

> SATISFIED AND CANCELLED OF RECORD R. M. C. FOR GREENVILLE COUNTY, S. C. AT 1:30 O'CLOCK P M NO, 18235