Donald E. Bailey and wife, Helen C. Bailey TO

MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We, the said Donald E. Bailey and wife, Helen C. Bailey

in and by ## (our) certain promissory note bearing date the 24th

A.D., 19 64

am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Nine Thousand Two Hundred Thirteen and 12/100----(\$9,213.12)

(\$9,213.12) Dollars, payable in , with the first payment commencing on the 15th day

successive monthly installments, each of \$ 63.98 October , 19 64 , 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.

NOW, KNOW ALL MEN, That We the said Donald E. Bailey and wife, Helen C. Bailey 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 piece, parcel or tract of land in Saluda Twp. Greenville County, State of South Carolina, containing Four and 8/100 acres, more or less, lying on the southwest side of a Greenville County Road that runs from the Hart Cut Road to Talley Bridge Road near Walnut Grove and having the following metes and bounds: Beginning at a nail and cap in center of County Road located S. 60-35 E. 165 feet from intersection of Hart Cut Road and 21 feet from branch N. W. and running thence over an iron pin by Maple S. 44-50 W. 140.7 feet to an iron pin by branch; thence S. 13-30 E. 472 feet to an iron pin on the L. T. Johnson land line; thence N. 50-40 E. 570 feet to an iron pin on northeast bank of county road, corner of Johnson land and J. C. Southerlin land; thence along road N. 42-50 W. 222 feet to bend of road; thence N. 84-30 W. 300 feet to beginning corner.

This is the same property conveyed to Donald E. Bailey and Helen C. Bailey by Deed from Norwood Robinson and Daisey Robinson dated May 27, 1961 and recorded in Book 694, Page 331, 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 knows Construction Company, its successors and assigns forever.

AND we do hereby hind 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, and assigns from and against us and our Heirs, Executors, Administrators and Assigns lawfully challenge. Heirs, Executors and Administrators, to warrant

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

Donald E. Bailey and wife, Helen C. Bailey, their, 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 \$5,500.00 and assign the Policy of Insurance to the said Modern Homes Construction Company, and in case that we orour 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 the Mostrage. 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 s &thei 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 achurse 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 of ##We the said Donald E. Bailey and wife, Helen C. Bailey 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 the said well and truly pay, or cause to be paid, unto the said Modern Homes Construction Company the said debt or sum of money provided to be paid by the money aforesaid according to the true intent and meaning ofsaid note and all sums of money provided to be paid by the

> Lapt. AT 4:14 O'CLOCK P. M NO.

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