a. C. Frans - Aveld 800x 914 PAGE 447 MORTGAGE OF REAL ESTATE TO SECURE NOTE—WITH INSURANCE, TAX AND ATTORNEY'S FEES CLAUSES Boyd H. Waddell and wife, Lula Mae Waddell State of South Carolina. MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia ALL WHOM THESE PRESENTS MAY CONCERN: Send Greeting: WHEREAS I/We, the said Boyd H. Waddell and wife, Lula Mae Waddell 20th day of in and by May (our) certain promissory note bearing date the A.D., 19 63 Am/are indebted to the said Modern Homes Construction Company, or order, in the sum of (\$8277.12) Eight Thousand, Two Hundred, Seventy-seven & 12/100 - - - - - - - -Dollars, payable in successive monthly installments, each of \$ 57.48 , with the first payment commencing on the 1st 144 , 19 63 , and payable on the same day of each month thereafter until paid, as in and by the said of note and condition thereof, reference being thereunto had, will more fully appear. NOW. KNOW ALL MEN, That 1/We the said Boyd H. Waddell and wife, Lula Mae Waddell 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 parcel or lot of land; with improvements thereon, situated near Fairview Baptist Church, about one mile west from the City of Greer, Chick Springs Township, Greenville County, State of South Carolina, and being Lot No. 15 on Plat No. 2 of the R. B. Vaughn Estate according to survey by H. S. Brockman, Registered Surveyor, dated July 12, 1956, recorded in Plat Book LL, page 31, R. M. C. Office for Greenville County, and having the following courses and distances, to-wit: BEGINNING at a stake on the west side of hard surfaced road and on the south side of Vaughn Street, and running thence North 83-30 West 141 feet along the south side of said Vaughn Street; thence South 6-30 West 113.5 feet along the Waddell line to an iron stake; thence South 77-21 East 200.3 feet along Waddell and Morgan lots to an iron stake on the west side of a hard surfaced road; thence North 14-28 West 147.8 feet along said hard surfaced road to the beginning corner. Above land conveyed to Boyd H. Waddell and wife, Lula Mae Waddell by deed of Woodrow R. Vaughn Mated the 30th day of September, 1961 and recorded in the office of the R. M. C. for Greenville County in Deed Book 685 at page 221. 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 conveyed herein and that mortgagors have 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. 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, and assigns, from and against us and our Heirs, Executors, Administrators and Assigns lawfully claiming, and assigns, from and against us and our or to claim the same, or any part thereof. AND it is agreed by and between the said parties that in 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 Boyd H. Waddell and wife, Lula Mae Waddell, 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, with extended coverage in the amount of \$5000.00 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 its name, and reimburse itself for the premium and expenses of such insurance; together with interest on the amount so paid, at the such payment, under this Mortgage. Heirs, Executors or Administrators, shall and will insure the 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 clase said mortgagor(s) shall fail to do so, the said Mortgagec, 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 X/We the said, Boyd H. Waddell and wife, Lula Mae Waddell Company the said debt or sum of 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)