h.a. C. Trans - Horld accepts 1 20 1112 1911101/12 OF REAL ESTATE TO SECURE NO TE-WITH INSURANCE. TAX AND ATTORNEY'S FEES CLAUSES Rosa Lee Sexton 924 Kur 305 The State of South Cavolina, of the TO ODERN HOMES CONSTRUCTION COMPANY COUNTY OF GREENVILLE .P. O. Box 1331, Valdosta, Georgia TO ALL WHOM THESE PRESENTS MAY CONCERN: Send Greeting: . WHEREAS IN the said Rose Lee Sexton in and by my ( certain promissory note bearing date the 16th day of ... <sub>A.D,, 19</sub>63 am/am indebted to the said Modern Homes Construction Company, or order, in the sum of Five thousand and thirty-seven & 12/100 (\$5,037.12) 144. successive monthly installments, each of \$ 34.98, with the first pa Dollars, payable in , with the first payment commencing on the 15thday , 19 63, 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 I/WX the said Rosa Lee Sexton
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 said modern fromes Construction Company according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS to me/max 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 piece, parcel or lot of land, with improvements thereon, in Fairview Township, Greenville County, State of South Carolina and containing Two and twenty-five hundredths (2.25) acres, more or less, according to a plat and survey made by E. E. Gary, Surveyor, on December 30, 1946, and having according to said plat the following courses and distances, to-wit: BEGINNING at an iron pin on Kellett land line and running thence with the Kellett line N. 44-25 E. 2.45 to an iron pin; thence S. 12 W. 1.00 to an iron pin; thence S. 29E. 8.00 to an iron pin; thence S. 47 E. 1.60 to an iron pin in eastern edge of Public Road, Leake land; thence with Leake line S, 2 W. 4.36 to an iron pin; thence along line of other land of B.B. Smith N. 29 W. 13.30 to an iron pin, the beginning corner, and bounded by other lands of Smith N. Kellett lands, Hughes and Leake lands. Distance measured in chains. ABOVE land is a portion of same conveyed to Z. V. Sexton by deed of D.D. Owens dated the 7th day of November, 1946, and recorded in the R.M.C. Office for Greenville County in Book 302 Bt nage 82 Greenville County, in Book 302, at page 82.

ABOVE land conveyed to Rosa Lee Sexton by deed of Z. V. Sexton dated the 13th day of August, 1951, and recorded in the R.M.C. Office for Greenvalle County in Deed Book 440 at page 385. Mortgagor hereby warrants 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 mortgagor has right to convey said property in fee simple. 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, of to claim the same, or any part thereof. Heirs, Executors or Administrators, shall and will insure the

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise ancident 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 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 Rosa Lee Sexton, her

house and buildings on said lot, and keep the same insured from loss or damage by fire, with extended coverage in the mount of \$3,000.00 and assign the Policy of Insurance to the said Modern Homes Construction Company, and in case that I or my helrshall, 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 reimburso 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 annua, 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 sayment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that be

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