64-5-4055 S GE OF REAL ESTATE TO SECURE NOTE—WITH INSURANCE, TAX AND ATTORNEY'S FEES CLAUSES O. L. Brazeal The State of Sou TO BOOK 960 PAGE 22 MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia

WHEREAS I/### the said O. L. Brazeal

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COUNTY OF Greenvil

144

in and by my ####ertain promissory note-bearing date the 22nd day of

A.D., 19 64

Send Greeting:

am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Eight Thousand Three Hundred Forty-nine and 12/100---- (\$8,349.12)

0--- (\$8,349.12) Dollars, payable in , with the first payment commencing on the 15th day

, 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.

successive monthly installments, each of \$ 57.98

NOW, KNOW ALL MEN, That I/ the said O. L. Brazeal 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 tract or parcel of land lying situated and being on the Southern margin of Pinson Road, near Horse Creek in Dunklin Township, in Greenville County, South Carolina, containing 2 acres of land, more or less, and being a part of and carved from that 18.1 acres which was conveyed to the Mortgagor herein, O. L. Brazeal, by Charles Bruce Brazeal by deed dated March 4, 1958 and recorded in Book 594, at page 143, R. M. C. for Greenville County, South Carolina; said 2 acres, more or less, is more particularly described as follows: Begin in the center of Pinson Road at the Northeast corner of that 18.1 acres above referred to, said point being a corner common to lands of Mrs. Ollie Brazeal (now or formerly) and run thence South 28 degrees 40 min. West along said road 256.9 feet to angle in road; thence continuing along said road South 62 degrees 40 min. West 164 feet; thence leaving said road run South 26 degrees 10 min. East 210 feet; thence North 62 degrees 40 min. East 164 feet; thence North 28 degrees 40 min. East 256.9 feet to the Eastern line of that 18.1 acre above referred to; thence North 26 degrees 10 min. West along the Eastern line of said 18.1 acres, 210 feet to the point of beginning. The above described 2 acres, more or less, is shown on a plat made by F. E. Ragsdale, assistant to T. J. Leslie, Reg. Surveyor, June 5, 1954, and said plat by reference is made a part hereof for a more particular description of said 2 acres, more or less.

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, and assigns, from and against me and my 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 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

31

O. L. Brazeal, his O. L. Brazeal, 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 \$5,000.00 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.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that said O. L. Brazeal 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

G.a. O. Trans- Hold accepta se Co 100

510

or solderer