on

Mortgages

64-4-3993 8 ORTGAGE OF REAL ESTATE TO SECURE NOTE-WITH INSURANCE, TAX AND ATTORNEY'S FEES CLAUSES William R. Shehan (Sheahan) & Wife, Inez V. The State of Saul Carr TO . Shehan (Sheahan) MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COUNTY OF Greenville

Send Greeting:

WHEREAS #/We, the said William R. Shehan (Sheahan) & wife, Inez V. Shehan (Sheahan) in and by ## (our) certain promissory note bearing date the 15th day of April A.D., 19 64 am/are indebted to the said Modern Homes Construction Company, or order, in the sum of

Eight Thousand Seven Hundred Nine and 12/100----(\$8,709 12) successive monthly installments, each of \$ 60.48 Dollars, payable in 144 , with the first payment commencing on the 1st day of July , 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 William R. Shehan (Sheahan) & wife, Inez V. Shehan 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 Homes Construction Company according to the terms of 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 lot of land containing 1 acre, more or less, said tract being a part of a 64 acre tract of land deeded to Harrison Jackson and Vera Lee Jackson by E. Inman, Master, in deed dated October 9, 1943 and recorded in the Office of Clerk of Court for Greenville County, State of South Carolina in Book 257, Page 226. Butting and bounded as follows: On the North by Harrison and Vera Lee Jackson; on the East by J. L. Edwards; on the South by J. L. Edwards; on the West by paved road. Measuring as follows: Beginning at a point on the East side of paved road where property of Harrison and Vera Lee Jackson joins that of J. L. Edwards and running in an Easterly direction along said property line for 110 ft., thence in a Northerly direction on said property line for 200 ft., thence in a Westerly direction for 292 ft. to paved road, thence in a Southerly direction along said road for 251 ft. to point of beginning.

This is the same property conveyed to William R. Sheahan (Shehan) and Inez V. Sheahan (Shehan) by deed from Harrison Jackson and Vera Lee Jackson dated April 8, 1964 and recorded in Book 746 Page ____475 , 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.

AND 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, 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 William R. Shehan (Sheahan) and wife, Inez V. Shehan (Sheahan), 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 \$5,200.00 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 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.s &theirHeirs, 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 burse 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 #/We the said William R. Shehan (Sheahan) & Wife, Inez V. Shehan (Sheahan) 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