

P12

FILED

BOOK 809 PAGE 359

MORTGAGE OF REAL ESTATE TO SECURE NOTE WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES

NOV 21 1959

BOOK 51 PAGE 441



LAURA JEAN JOHNSON

TO

The State of South Carolina

COUNTY OF GREENVILLE

Mrs. Ollie Farnsworth

TO ALL WHOM THESE PRESENTS MAY CONCERN: MODERN HOMES CONSTRUCTION COMPANY

Send Greeting:

WHEREAS I/We the said Laura Jean Johnson in and by my (we) certain promissory note bearing date the 16th day of November AD, 1959, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Four Thousand Five Hundred Forty-Eight and 56/100 Dollars, payable in 72 successive monthly installments, each of \$63.18

Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of February, 1960, and on the first 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/We the said Laura Jean Johnson for and in consideration of the said debt and sum of money aforesaid, and for the 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/of the said Laura Jean Johnson in hand well and truly paid by the said Modern Homes Construction Company at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents DO GRANT, bargain, sell and release unto

NOV 19 10 51 AM '59

Modern Homes Construction Company its successors and assigns All that certain lot with the improvements thereon, situate, lying and being on the site of the Modern Homes Company Village in or near the Town of Greenville, Greenville County, S. C., and being more particularly described as follows: Lot 153 as shown on a plat of said lot by J. L. R.L.S. dated November 19, 1959, and being more particularly described as follows: Beginning at I.P. on the southern line of Lot 154 as shown on said plat; thence S 13 E 74.3' to a stake on the Western line of Lot 154 as shown on said plat; thence S 83-22 W 101.2' to the beginning I.P.; and being a part of the lands conveyed to Charles F. Seawright by deed of Charles F. Seawright & Company, Inc., dated November 1, 1950 and recorded in Deed Book 424 on Page 173, R.M.C. office for Greenville County, S. C.

Above lot conveyed to Laura Jean Johnson by deed of Charles F. Seawright dated October 1, 1959, recorded in Deed Book 639 Page 227, Greenville County Recorder's Office. Mortgagor hereby 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, Heirs and Assigns forever.

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, Heirs 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 of interest or principal as

441

4328 RV-2