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#11948

AND IT IS FURTHER AGREED AND COVENATED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor, its successors and assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case said Mortgagor shall fail to do so, the said Mortgagee, its successors and 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 the said Mortgagor does and shall well and truly pay, or cause to be paid, unto the said Mortgagee the said debt on sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said note and all sums of money provided to be paid by the Mortgagor, its successors and assigns, together with the interest thereon, if any shall be due, under the covenants of this mortgage then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the Mortgagor, its successors and assigns are to hold and enjoy said Premises until default of payment shall be made.

AND IT IS FURTHER AGREED AND COVENANTED between the said parties, that in case the debt secured by this mortgage, or any part thereof, is collected by suit or action, or this mortgage be foreclosed, or put into the hands of an Attorney for collection, suit, action or foreclosure, or in the event of the bankruptcy of the mortgagor, or assignment by the Mortgagor for the benefit of creditors, the said Mortgagor, its successors and assigns, shall be chargeable with all costs of collection, including Ten (10%) per cent, of the principal and interest on the amount involved as Attorney's fee, which shall be due and payable at once; which charges and fees, together with all costs and expenses, are hereby secured, and may be recovered in any suit or action hereupon or hereunder.

IN WITNESS WHEREOF, the said M		
	MODERN HOMES CONSTRUCTION COMPA d this instrument to be executed and its corporate	e seal hereunto to be affixed, all
upon the 26th day of May of the Sovereignty and independence of the	, 1964 and in the one hundred United States of America.	and 88th year
Signed, Sealed And Delivered	MODERN HOMES CONSTRUCTION CO	
In The Presence Of:	By: M. M. DeLoach,	Vice-President
Garaly D' Garrett	Attest: Glen B. Asbell,	L
Jora C. Duckles	Glen B. Asbell,	Assistant -Secretary
COUNTY OF LOWNDES.		
Personally appeared before me, <u>Caro</u> seal of MODERN HOMES CONSTRUCTION	lyn B. Garrett , who, being duly in its company affixed to the foregoing instru	sworn, saysthe saw the corporate ument and thatshe also saw
	lyn B. Garrett , who, being duly in COMPANY affixed to the foregoing instru-	
M. M. DeLoach		,Assistant,-Secretary of
M. M. DeLoach the said MODERN HOMES CONSTRUCT	Vice-President and Glen B. Ashell TON COMPANY sign and attest the same, and the execution and delivery thereof as the act a	, Assistant, Secretary of thatshe with
M. M. DeLoach the said MODERN HOMES CONSTRUCT Iona C. Buckles witnessed	Vice-President and Glen B. Ashell TON COMPANY sign and attest the same, and the execution and delivery thereof as the act a	Assistant, Secretary of thatshe with

Lowndes County, Georgia. Recorded October 22, 1964 at 9:30 A. M.