MORTGAGE OF REAL ESTATE TO SECURE NOTE—WITH INSURANCE, TAA AND ATTORNEY'S FEES CLAUSES

The State of South Carolina

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Robert Lee Talley and wife, Hazel M. Talley

MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia

COUNTY OF Greenville

. ;;;;;

Send Greeting:

WHEREAS # We, the said Robert Lee Talley and wife, Hazel M. Talley A.D., 19 64 in and by ## (our) certain promissory note bearing date the 20th day of am/are indebted to the said Modern Homes Construction Company, or order, in the sum of

oursalves and our Heirs, Executors and Administrators, to warrant AND we do hereby bind our selves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premoceunologhe said Modern Homes Construction Company, its successors, and forever defend all and singular the said Premoceunologhe said Modern Homes Construction Company, its successors, Heirs, Executors, Administrators and Assigns lawfully claiming, so to claim the same or any part thereof.

SEP 9 1974 SEP 9 1974 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 Addition to the HI AULL Robert Lee Talley & Hazel V. Talley, their Affections of Administrators, shall and will ansure the house and buildings on said lot, and keep the same ground for loss or denotes by fire, why citeded coverage in the amount of \$ 3,900.00 and assign the Policy of Insurance to the said Modern Homes Construction Company, and in Some that we crow Heirs shall, at any time, applies or life production to the paid foodern Homes Construction Company, and in gion Company may cause the same to be insured on its panets his life in the product of the production of the insurance, together with interest on the amount so paid, at the rate of Six per centum (6%), per annum, from the date of cauch payment, under this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby securited be paid, the said Mortgagor s & the i Heirs, Executors, Administrators or Assigns, shall and will pay all this on the eproperty hereby mortgaged, when due and payable and in case said mortgagor (s) shall fail to do so, the said Mortgagee, but successors or assigns may pay said taxes, together with any postation perfectives incurred thereon, or any part thereof, and the date of such payment, under this Mortgage. It is accurately as 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 if #We the said Robert Lee Talley and vife had talley and truly pay, or cause to be paid, unto the fail money aforesaid, according to the true intent and the said last truly pay of said all sums of money provided to be paid by the

M. Commission expires Aug. 23, 1969