

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

The State of South Carolina,

COUNTY OF Greenville

Robert Lee Talley and wife, Hazel M. Talley TO MODERN HOMES CONSTRUCTION COMPANY P. O. Box 1331, Valdosta, Georgia

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We, the said Robert Lee Talley and wife, Hazel M. Talley in and by (our) certain promissory note bearing date the 20th day of June A.D., 19 64 am/are indebted to the said Modern Homes Construction Company, or order, in the sum of Six Thousand Four Hundred Ninety-one and 52/100---(\$6,491.52) Dollars, payable in 144 successive monthly installments, each of \$ 45.08 , with the first payment commencing on the 15th day of September , 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 Robert Lee Talley and wife, Hazel M. Talley 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 piece, parcel or lot of land lying and being in Bates Township and being in Greenville County and in the State of South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of the road leading by Belview School (sometimes known as Belview Baptist Church Road) said point being approximately 740*feet from the intersection of Belview Baptist Church Road and Highway No. 25 and running thence N. 21-15 E. 414.9 feet to a point; thence S. 68-45 W. 75 feet to an iron pin; thence in a new line S. 21-15 W. 414.9 feet to a point in the center of Belview Baptist Church Road, said point being 665 feet*from the intersection of Belview Baptist Church Road and Highway No. 25 and running thence along said road N. 68-45 E. 75 feet to a point, the point of beginning.

This is part of the same property conveyed to Robert L. Talley and Melease Talley, by deed dated August 24, 1957 and recorded in the R. M. C. Office for Greenville County in Deed Book 609, Page 398, said property being shown in the Greenville County Block Book Department as Lot No. 29, Block 1, Sheet 502.2. This being the easternmost 75 feet of said lot. *Eastwardly

This is the same property conveyed to Robert Lee Talley and wife, Hazel M. Talley, by Deed dated June 10, 1964 and recorded in Book 751, Page 355, 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 we 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 Robert Lee Talley & Hazel M. Talley, 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 \$ 3,900.00 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 & the 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 if We the said Robert Lee Talley and wife, Hazel M. Talley 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

This Mortgage Assigned to Dick Nash, Atty. General, W. on 15th day of Nov. 1964. Assignment recorded in Vol. 985 of R. F. Mortgages on Page 222. This Mortgage Assigned to Modern Homes Construction Company, on 14th day of Dec. 1964. Assignment recorded in Vol. 985 of R. F. Mortgages on Page 221.

SATISFIED AND CANCELLED OF RECORD DAY OF Sept. 1974 Dennis J. Tankersley E. M. C. FOR GREENVILLE COUNTY S.C. AT 12:32 O'CLOCK P. M. NO. 6697

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 25 PAGE 751