



The State of South Carolina,

Norwood Talley and wife, Thelma S. Talley TO MODERN HOMES CONSTRUCTION COMPANY

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS We the said Norwood Talley and wife, Thelma S. Talley in and by my (our) certain promissory note bearing date the 28th day of March A.D., 1960, stand firmly held and bound unto the said Modern Homes Construction Company, or order, in the sum of Five Thousand, Three Hundred, Fifty-three and 20/100 (5353.20) Dollars, payable in 72 successive monthly installments, each of \$ 74.35, except the final installment, which shall be the balance then due, the first payment commencing on the first day of June 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 We the said Norwood Talley and wife, Thelma S. Talley 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/us the said Norwood Talley and wife, Thelma S. Talley 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 Modern Homes Construction Company its successors and assigns real estate in Greenville County, South Carolina as follows:

All that certain piece, parcel or lot of land, with improvements thereon, in Saluda Township, Greenville County, State of South Carolina lying about 770 feet South of Talley's Bridge Road at Walnut Grove Baptist Church and containing Two and 26/100 Acres, more or less, having the following Metes and Bounds: Beginning at an iron pin, corner of Lot of Clarence and Ima Allison and running thence S. 1-30 E. 103.5 feet to iron pin on Raymond Talley's line; thence S 63-45 E. 504.5 feet to a Stone corner of lands of Bessie Cantrell, C. D. Wilson, and Taley; thence N. 15-12 W. 273 feet to iron pin; thence with L. H. Hall's line N. 31-20 W. 183 feet to iron pin; thence with Allison's line S. 71-45 W. 300.2 feet to beginning corner. Bounded on the West by Talley Drive, a county road. This lot is part of the same land conveyed to Bessie Cantrell by H. Y. Bridges deed recorded in R.M.C. office of Greenville County in Book L, Page 679. Above land conveyed to Norwood Talley and wife, Thelma S. Talley by deed of Bessie Cantrell, dated November 21st, 1958, and recorded in Deed Book 611, page 237, Greenville County Registry.

Mortgagors hereby warrant that this is the first and only encumbrance on this property and that Modern Homes Construction Company built a shell type house on the land conveyed herein and that mortgagors have right to convey said property in fee simple.

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 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, Heirs 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 of interest or principal 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 Norwood Talley and wife, Thelma S. 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, and assign the Policy of Insurance to the said Modern Homes Construction Company and in case that us 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 their name, and reimburse themselves for the premium and expenses of such insurance, 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.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor their 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 Executors, Administrators 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, Norwood Talley and wife, Thelma S. Talley, their 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, 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

For Assignment see R. S. M. Book 826 Page 546. For Assignment see R. S. M. Book 826 Page 547. For Assignment see R. S. M. Book 914 Page 536.

RECORDED AND INDEXED IN RECORDS 25 DAY OF Feb. 1963. Willie Thompson Notary Public Greenville County, S.C. AT 3:15 O'CLOCK P.M. No. 1063

Satisfied and paid in full this 20th day of February, 1963. Modern Homes Construction Company M. M. DeLoach Vice-President Jaynell Schomberg Dana C. Guebler Notary Public, State of Georgia My Commission Expires Dec. 15, 1964