

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor *his* 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 shall*

fail to do so, the said Mortgagee *s their* Executors, Administrators or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse *themselves*

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 *I* the said *James Cody* 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 *his* Heirs, Executors, Administrators or 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 *James Cody, his heirs and assigns are* to hold and enjoy the 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 foreclosure of any mortgage, prior or subsequent to this mortgage, in which proceeding this mortgagee is made a party, or in the event of the bankruptcy of the mortgagor, or in assignment by the mortgagor for the benefit of creditors, the said Mortgagor *his* Heirs, Executors, Administrators or 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 fees, 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.

Witness *my* Hand and Seal, this *3* day of *March* in the year of our Lord one thousand nine hundred and *fifty-nine* and in the one hundred and *eighty-third* year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

W. I. Funderburk } *James Cody* (L.S.)
Arthur R. Courtney } *James Cody*
_____ (L.S.)

The State of South Carolina, }
COUNTY OF *GREENVILLE*

PERSONALLY appeared before me, *W. I. Funderburk* and made oath that he saw the within-named *James Cody* sign, seal and as *his* act and deed, deliver the within-written Deed; and that he with *Arthur R. Courtney*

witnessed the execution thereof.

SWORN to before me, this *3* day of *March* A. D. 19 *59* } *W. I. Funderburk*

Arthur R. Courtney
ARTHUR R. COURTNEY
NOTARY PUBLIC FOR S. C.
MY COMMISSION EXPIRES AT THE PLEASURE OF THE GOVERNOR. (OVER)