

AND IT IS FURTHER AGREED AND COVENANTED, 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 pay the same, 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 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, 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, with charges and fees, together with all costs and expenses, are hereby secured, and may be recovered in any such action hereupon or hereunder.

IN WITNESS WHEREOF, the said MODERN HOMES CONSTRUCTION COMPANY, acting by and through its therunto duly authorized officers, has caused this instrument to be executed and its corporate seal hereunto to be affixed, all upon the 25<sup>th</sup> day of April, 1962 and in the one hundred and eighty-sixth year of the Sovereignty and Independence of the United States of America.

MODERN HOMES CONSTRUCTION COMPANY, (SEAL)

Signed, Sealed And Delivered  
In The Presence Of

*Glen B. Asbell*

By: *M. M. DeLoach*  
M. M. DeLoach, Vice-President.  
Attest: *Robert D. Conner*  
Robert D. Conner, Secretary

STATE OF GEORGIA  
COUNTY OF LOWNDES.

Personally appeared before me, Glen B. Asbell, who, being duly sworn, says he saw the corporate seal of MODERN HOMES CONSTRUCTION COMPANY affixed to the foregoing instrument and that he also saw M. M. DeLoach, Vice-President and Robert D. Conner, Secretary of the said MODERN HOMES CONSTRUCTION COMPANY, sign and attest the same, and that he with

Lona C. Buckles witnessed the execution and delivery thereof, as the act and deed of the said MODERN HOMES CONSTRUCTION COMPANY.

Sworn to and subscribed before me,  
this 25<sup>th</sup> day of April, 1962

Notary Public, State of Georgia, Lowndes County, Georgia. My Commission Expires Dec. 15, 1964

Recorded June 20th, 1962, at 9:30 A.M. #31427