

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 The Carolina Loan and Trust Company, its successors and assigns forever.

AND I do hereby bind myself and my heirs, executors or administrators, to warrant and forever defend all and singular the said Premises unto the said The Carolina Loan and Trust Company, its successors and assigns, from and against myself and my heirs, executors or administrators, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said W. N. Ayers, his heirs, executors, administrators or assigns, shall and will forthwith insure the house and buildings on the said lot, and keep the same insured to the amount of Three Hundred (\$300.00) Dollars,

from damage or loss by fire during the continuance of this mortgage, and assign the policy of insurance to the said The Carolina Loan and Trust Company, its successors or assigns; and that in case the said W. N. Ayers, his heirs, executors, administrators or assigns, shall at any time fail or neglect or refuse to do so, then, the said Carolina Loan and Trust Company, its successors or assigns, may cause the same to be insured in its, their, his or her own name, and reimburse itself, themselves, himself or herself hereunder for the premium and expense of insurance, with interest thereon at the rate of eight per centum per annum.

AND IT IS FURTHER AGREED, by and between the said parties, that the said W. N. Ayers, his heirs, executors, administrators or assigns, shall and will at all times hereafter during the continuance of this mortgage, pay and discharge all taxes, and assessments upon the said Premises whenever the same shall become due and payable; and that in case the said W. N. Ayers, his heirs, executors, administrators or assigns, shall at any time fail or neglect or refuse to pay and discharge the same, then the said The Carolina Loan and Trust Company, its successors or assigns, may pay and discharge the same, and reimburse itself, themselves, himself or herself hereunder therefor, with interest at eight per centum per annum.

AND IT IS EXPRESSLY AGREED AND STIPULATED, that in case the said W. N. Ayers, his heirs, executors, administrators or assigns, shall fail or neglect or refuse to pay or cause to be paid the aforesaid monthly sums of money as hereinbefore stated, or any part thereof, for a period of Four Months after the same shall become due and payable as aforesaid, or to pay or cause to be paid such fines as may be duly imposed or charged as aforesaid for a like period, or to stand to and abide by the said Charter, By-Laws, Rules and Regulations as aforesaid, or shall fail or neglect or refuse to insure or keep insured the house and buildings on said lot, or to assign the policy of insurance as aforesaid, or to pay and discharge all taxes and assessments on the said Premises as aforesaid, before the expiration of the time fixed by law for the payment thereof, then, in any or all of such cases, at the option of the said Company, the whole indebtedness evidenced by the said note or obligation (including any insurance premiums, and taxes, due and unpaid or paid by the said Company), shall forthwith become and be due and collectible, and the right thereupon exist to foreclose this mortgage therefor, and also for all costs and expenses of such collection, including ten per centum of the amount due under this mortgage and the accompanying note, as attorney's fees.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the said parties, that if the said W. N. Ayers, his heirs, executors, administrators or assigns, do and shall well and truly pay or cause to be paid unto the said The Carolina Loan and Trust Company, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, and such fines as may be duly imposed or charged, and shall stand to and abide by the said Charter, By-Laws, Rules and Regulations, according to the true intent and meaning of the said note or obligation, and the condition thereunder written, and shall forthwith insure and keep insured, or cause to be done, the house and buildings on said lot, and assign the policy of insurance as aforesaid and pay and discharge, or cause to be paid and discharged, all taxes and assessments upon the said Premises as aforesaid, 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 AND UNDERSTOOD, by and between the said parties, that the said W. N. Ayers, his heirs or assigns, is to hold and enjoy the said premises until default of payment shall be made or other breach committed.

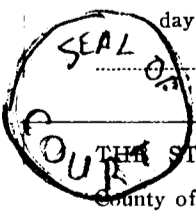
WITNESS my hand and seal, at Greenville, S.C., this 28th day of June, 1923, in the year of our Lord one thousand nine hundred and twenty-three and in the one hundred and forty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of J. E. Ray, J. A. Watson, W. N. Ayers, Julia Ayers (I. S.)

THE STATE OF SOUTH CAROLINA, County of Yancey

BEFORE me personally appeared W. N. Ayers, J. E. Ray, J. A. Watson and made oath that he saw the within named sign, seal and as his act and deed, deliver the within written deed; and that he with witnessed the execution thereof.

SWORN to before me, this 24 day of July, A. D. 1923. Walt Musley, Notary Public, S. C.

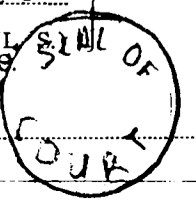


THE STATE OF SOUTH CAROLINA, County of Yancey

RENUNCIATION OF DOWER

I, Walt Musley, Clerk Superior Court, do hereby certify unto all whom it may concern that Mrs. Julia Ayers, wife of the within named W. N. Ayers, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce and forever relinquish unto the within named The Carolina Loan and Trust Company, its successors and assigns, all her interest and estate, and also all her rights and claim of Dower of, in and to all and singular the Premises within mentioned and released.

GIVEN under my hand and seal, this 24 day of July, A. D. 1923. Walt Musley, Notary Public, S. C.



Yancey County North Carolina

Recorded July 30th 1923 Julia Ayers