

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

Mrs. H.H. Shuman, Executrix, her successors Heirs and Assigns, forever. And I

do hereby bind myself, my Heirs, Executors and Administrators.

to warrant and forever defend, all and singular, the said premises unto the said Mrs. H.H. Shuman, Executrix, her successors

Heirs and Assigns, from and against myself, my

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

And the said mortgagor agree to insure the house and buildings on said lot in a sum not less than Two thousand (\$2000.00)

Dollars (in a company or companies satisfactory to the mortgagee), and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee, and that in the event that the mortgagee shall at any time fail to do so, then the said mortgagee may cause the same to be insured in her own name and reimburse herself

for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon be past due and unpaid I hereby assign the rents and profits

of the above described premises to said mortgagee, or her Heirs, Executors, Administrators or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if I the said mortgagor, do and shall well and truly pay or cause to be paid, unto the said mortgagee, the said debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the said mortgagor is to hold and enjoy the said Premises until default of payment shall be made.

WITNESS my hand and seal, this 3rd, day of July

in the year of our Lord one thousand nine hundred and twenty-four and in the one hundred and 48th, year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

John E. Harrell, F.C. Justus (L. S.)
V.C.V. Shepherd (L. S.)
(L. S.)
(L. S.)

THE STATE OF NORTH CAROLINA,
Henderson County.

MORTGAGE OF REAL ESTATE.

Personally appeared before me John E. Harrell

and made oath that he saw the within named F.C. Justus

sign, seal, and as his act and deed, deliver the within written Deed; and that he with

V.C.V. Shepherd witnessed the execution thereof.

SWORN to before me, this 4th,

day of July A. D. 1924
V.C.V. Shepherd (SEAL.)
Notary Public for North Carolina

Jno. E. Harrell

THE STATE OF NORTH CAROLINA,
Henderson County.

RENUNCIATION OF DOWER.

I, V.C.V. Shepherd, a Notary Public

do hereby certify unto all whom it may concern, that Mrs. M.E. Justus

wife of the within named F.C. Justus 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, release and forever relinquish unto the within named

Mrs. H.H. Shuman, Executrix, her successors

Heirs and Assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to, all and singular, the premises within mentioned and released.

GIVEN under my hand and seal, this 4th,
day of July A. D. 1924

V.C.V. Shepherd (L. S.)
Notary Public for North Carolina

Mrs. M.E. Justus

Recorded July 5th, 1924.

My Commission Expires June 11, 1925.