

And assigns to bind themselves to warrant and forever defend all and singular the said Premises unto the said J. B. Hester, Trustee, his heirs and assigns, from and against its successors and assigns and every Person whomsoever lawfully claiming or to claim the same or any Part thereof.

And the said Mortgagor agrees to pay the said debt or sum of money, with interest thereon, according to the true intent and meaning of the said Promissory note, together with all costs and expenses which the holder or holders of the said notes shall incur or be put to, including a reasonable attorney's fee charge to the above described mortgaged Premises, for collecting the same by demand of attorney or legal proceedings.

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 holder or holders of said notes, the said debt or sum of money with interest thereon, if any shall be due, according to the true intent and meaning of the said Promissory 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.

Witness our hands and the official seal of the Corporation, in the year of our Lord one thousand nine hundred and twenty six and in the one hundred and fiftieth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of
L. M. Fears.

Clarence Peters
State of North Carolina
County of Henderson.

Tryon Development Company
by J. P. Bacon, President
Attest:

H. L. Shelnett, Secretary

Personally appeared before me L. M. Fears and made oath that she saw the within named Tryon Development Company, by J. P. Bacon, its President, and H. L. Shelnett, its Secretary, sign, seal and as its act and deed deliver the within written mortgage, and that she with Clarence Peters witnessed the execution thereof.

Sworn to before me this the 29th day of June, 1926.

Clarence Peters

L. M. Fears.

Notary Public

My Commission Expires December 13, 1926.

State of North Carolina, County of Henderson.

For value received, W. A. Fisher hereby releases for himself and as attorney in fact for Lee R. Fisher, with within described real estate from the lien of a certain mortgage given by the Tryon Development Company to W. A. Fisher and Lee R. Fisher dated the . . . day of . . . , 1925, and recorded in the office of the Register of Meane Conveyance for Greenville