

TOGETHER with all the rights, privileges, easements and estates conveyed to me by the said Tryon Development Company and subject to the conditions, restrictions and reservations contained in the deed from the said Tryon Development Company to me, reference to which is expressly made. This mortgage being given to secure balance of purchase price of said property.

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 the said premises unto the said Tryon Development Company, its successors and assigns forever.

And *I* do hereby bind *my* Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Tryon Development Company, its successors and assigns, from and against *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 agrees to pay the said debt or sum of money, with interest thereon, according to the true intent and meaning of the said promissory notes, 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 chargeable 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 do 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 notes, 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 *my* hand and seal, this *29th* day of *October* in the year of our Lord One Thousand and Nine Hundred and *twenty five* 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:

H. L. Sheluett } *R. B. Babington* (SEAL)
C. H. Brown } (SEAL)

STATE OF ~~SOUTH~~ ^{North} CAROLINA,
County of *Henderson*

PERSONALLY appeared before me *H. L. Sheluett* and made oath that he saw the within named *R. B. Babington* sign, seal and as *his* act and deed, deliver the within written deed; and that he with *C. H. Brown* witnessed the execution thereof.

SWORN to before me, this the *31st* day of *October* A. D. 192*5*
Lawrence Peters (SEAL) } *H. L. Sheluett*

Notary Public *Henderson Co.*
Comm. expires Dec. 13, 1926.

RENUNCIATION OF DOWER

I, _____ do hereby certify unto all whom it may concern, that Mrs. _____, wife of the within named _____ 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 Tryon Development Company, its successors 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 _____ day of _____ 192____ (SEAL)

Notary Public _____
Recorded *Nov. 3* 192*5*, at *8:20* o'clock *A* M.

