

issued under and secured by this mortgage, in accordance with the terms hereof and for the enforcement of the payment thereof when payable, in accordance with the true intent and meaning and stipulation hereof, and of said note.

only such note as shall be certified by L.O. Lohmann Mortgage, by the signing of the certificate endorsed thereon, shall be secured by this mortgage, or be entitled to any benefit thereunder, and such certificate of L.O. Lohmann Mortgage, shall be conclusive evidence that the note so certified has been duly issued hereunder, and is entitled to the benefit of the trust hereby created.

and it is hereby covenanted and agreed between the parties hereto, representing themselves their successors and assigns as follows: to-wit:

That the Mortgagor agrees to pay the debt or sums of money, with interest thereon, according to the true intent and meaning of the said promissory note but the said note is, as expressly provided on its face, payable by the Mortgagor only out of the excess of income from the sale thereof, and the Mortgagor shall not be liable to pay the said note, from and/or net proceeds of the sale of said real estate as may come into its hands.

Provided always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the Mortgagor shall waive and truly pay or cause to be paid unto the Mortgagee, the debt or sums of money hereby secured with interest, costs, and fees, thereon, if any shall be due according to the true intent and meaning as interpreted under the covenants hereinafter contained, 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 further understood and agreed by and between the parties hereto and herein named Mortgagor and Mortgagee, that whenever in this deed the terms Mortgagee and Mortgagee are used, such terms refer to and include the successors and assigns of the Mortgagee or Mortgagee, as the case may be.

Witness the signature and corporate seal of C.T.H. Corporation, hereinto caused to be affixed and attested, this the fifteenth day of February, in the year of our Lord One thousand, nine hundred and thirty-six and in the one hundred sixtieth year of the independence of the United State of America, all by its proper officers thereunto first duly authorized



(Corporate Seal)

C.T.H. Corporation
By: Claude R. Davenport,
Vice President

attest:
Elizabeth Gayle
Asst Secretary.

Signed, sealed and delivered in the presence of:

Laurie Childress
Thelma M. Austin

and above the real estate hereby conveyed and secured by this mortgage, shall be subject to the lien of the mortgagee, and the mortgagee shall have the right to sell the same in full satisfaction of the debt secured by this mortgage, and the proceeds of such sale shall be applied to the payment of the debt secured by this mortgage, and the balance of the proceeds shall be paid to the mortgagor or his assigns.