

MORTGAGE OF REAL ESTATE

2728 PROVINCE-JARRARD CO.-GREENVILLE

Jan. 12, 1910, and recorded in the office of the Clerk of Superior Court of said County in Book W, on pages 213 and 214, except from the last tract about eight acres located in the Southwest corner of said lot which has been conveyed to W. P. Dickson by American Land Co. All of the above described land is described in a deed from C. O. Hobbs to Apple Valley Orchard Company bearing date of April 5, 1927, and recorded in record of deeds Book F-2 pages 262 and 264, inclusive in the office of the Clerk of Superior County of Rabun County, Ga. on April 27, 1927, as tract No. 3 in said deed.

Also all of a certain tract of land situated, lying and being in Rabun County, Ga. containing 674.50 acres, more or less, according to a survey made by John A. Reynolds, County Surveyor of Rabun County, Ga. Same being a part of lots of land Nos. 32, 33, 39, 40, 41, 58, 59, and 60 in the Third Land District of said Rabun County, Ga. and being the same land as that conveyed by Apple Valley Orchard and Nursery Co. to O. A. Dozier and Thomas H. Dozier, Jr. in a deed dated the 21, day of January, 1920 and recorded in record of Deeds Book A-2 on Pages 570 to 572 inclusive, and also being the same land as that conveyed by C. O. Hobbs and J. P. Ables to Mary Price Hinkle dated May 4, 1925, and recorded in Deed Book D-2 on pages 467 to 470 inclusive. To both of said deeds and the record of the same reference is made for full and complete description. The last tract above referred to is referred to in the last deed described with reference to description of the first tract herein conveyed as tract No. 1 in that deed.

TO HAVE AND TO HOLD said lands and premises, together with all and singular the privileges and appurtenances thereon and thereto appertaining, including all houses and buildings, works, plants, structures, improvements and machinery located upon said real estate or any part thereof to it, said Party of the Second Part, its successors and Assigns, in fee simple, upon the trusts and for the uses and purposes herein set out and none other, that is to say :

If the said Party of the First Part shall fail or neglect to pay all taxes or assessments which are or which may be levied against or which may constitute a lien upon said lands, within three months after the same shall have become due and payable, or shall fail to keep the buildings on said premises insured against loss by fire in the amount or amounts required by the Party of the Third Part, loss, if any, payable to the Trustee herein as its interest may appear, for the benefit of the Party of the Third Part or the holder or holders of the indebtedness hereby secured, then, in either one or more of such events, said note or renewal and all of the indebtedness hereby secured shall immediately become due and collectible, at the option of the holder thereof. If the Party of the First Part shall fail or neglect to pay the interest on said note or on any renewal thereof of any instalment of same, as and when the same shall hereafter become due, or both principal and interest or any part of either at the maturity of said note or renewal, or at the time same shall be or become due by acceleration on account of the happening of any event of default, or otherwise, as set out in said note or in this deed of trust, all of the indebtedness hereby secured shall immediately become due and payable, anything herein or in the note or notes evidencing said indebtedness to the contrary notwithstanding, and on application of the Party of the Third Part or the holder of said note or notes evidencing said indebtedness or any part thereof, it shall be lawful for, and the duty of, the said Party of the Second Part to advertise at the County Court door of the County where the property is located, for a time not less than thirty days, and also to publish notice of said sale once a week for four weeks in some newspaper published in the County where the property is located, therein appointing a day and place of sale, and at such time and place to expose said property, or so much thereof as may be necessary, at public sale to the highest bidder for cash, or upon such terms as the Party of the Third Part may direct, and, upon such sale, to collect the purchase money and convey title to the purchaser; and said Party of the Second Part, first retaining the usual compensation received by Trustees for making such sale, not to exceed five per cent of the proceeds of such sale, and for all services performed and expenses incurred, out of the proceeds of said sale, shall apply so much of the residue as may be necessary to pay off and discharge said note and all interest then accrued and due thereon, as well as any other indebtedness which may be owing to the Party of the Third Part, by the Party of the First Part, and shall pay the surplus, if any remain, to said Party of the First Part, its legal representatives or assigns. And the said trustee may require the successful bidder at said sale to deposit ten per cent of the amount of his bid in cash as a guarantee of his compliance with his bid, pending preparation and delivery of the deed by the Trustee.

And it is stipulated and agreed, that if the said Party of the First Part shall pay off said note and interest thereon as herein or in said note provided, and any and all other indebtedness of said Party of the First Part to the Party of the Third Part, and discharge fully the trusts herein declared as herein required at any time before such sale, then this deed shall become null and void, or, if the same shall be done by a sale of a part of such property, then so much of said property as may not have been sold and is not required to meet any of said trusts shall be reconveyed to the Party of the First Part or the title thereto be revested in it according to the provisions of law.

And the Party of the First Part covenants that it is seized of said lands in fee, and has right to convey the same in fee simple; that the same are free and clear of all encumbrances, except contracts of sale of certain portions as hereinabove referred to, and that it will warrant and defend the said title to the same against the claims of all persons whomsoever; and further, that it will