

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 mortgagee, its successors and assigns forever. And I

the said mortgagor, do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns from and against me and my Heirs, Executors, Administrators, and Assigns, and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

And, the said mortgagor, his Heirs, Executors, Administrators, and Assigns hereby specifically agree and covenant to do and perform the following acts and to comply with the following conditions:

- 1. To pay all taxes, charges, public rates or assessments on the above described property, as and when due, and before any of them become delinquent.
2. To make or permit no waste, alteration or removals of any improvements, now or hereafter on the said property without the mortgagee's written consent.
3. To insure in companies acceptable to the mortgagee, the house and buildings now or hereafter on the said lot or lots in the sum of not less than

Three Hundred Dollars, against loss or damage by fire, and in such other forms of insurance as may be required by the mortgagee, and pay for the said insurance when due, and assign the Policy of Insurance to the said mortgagee.

4. To pay the said debt or sum of money as provided in said note or obligation and in this mortgage, with interest thereon, according to the true intent and meaning of the said note or obligation and this mortgage together with all costs and expense which the said mortgagee shall incur, including attorney's fees chargeable to the above described mortgaged premises, for collecting the same by demand of attorney or by legal proceedings.

Upon breach of any of the conditions of this mortgage, or upon default in the payment of the principal of said debt, or interest thereon, or upon default in payment of any sums of money provided to be paid at the time the same is due by the said mortgagor, and his Heirs, Executors, Administrators or Assigns, under the agreements and covenants of this mortgage, the said mortgagee, or its successors or assigns, shall have the right to pay the same, or any part thereof, or to have or cause the said property to be insured in its name, and pay for the same, and all sums so paid by the said mortgagee shall stand secured by this mortgage and bear interest from date of payment until repaid at the rate of seven per cent per annum; and the said mortgagee shall have the option to treat the entire indebtedness secured hereby as due and to foreclose this mortgage.

And if at any time the said obligations or any part thereof shall be past due and unpaid, the mortgagor and his Heirs, Executors, Administrators, Successors or Assigns agree that any Judge of the Circuit Court of said State, at chambers or otherwise, and upon ex parte proceedings, or otherwise, may appoint a receiver, with authority to take possession of the said premises and collect the rents and profits thereof, applying the net proceeds so collected (after paying costs of collection) upon said debts, interest, insurance, or other legal assessment, costs or expenses; without liability to account for anything more than the rents and the profits actually collected, less said costs.

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

And it is further agreed, by and between the said parties, that the mortgagor, shall hold and enjoy the said premises until default of payment shall be made.

WITNESS my Hand and Seal this May 18th day of May in the year of our Lord one thousand, nine hundred and thirty-nine and in the one hundred and sixty-third year of the Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF

Gordan E. Keeler W. C. Bonham (SEAL) Pinke Tate (SEAL)

STATE OF North CAROLINA, Buncombe County

PERSONALLY appeared before me Gordan E. Keeler

and made oath that he saw the within named W. C. Bonham sign, seal and as his Act and

Deed, deliver the within Deed; and that he, with Pinke Tate witnessed the execution thereof.

SWORN to before me, this 18th day of May 1939 Gordan E. Keeler

Preston J. Warf (SEAL) Notary Public for N.C. My com. Exp. 4-25-1940

STATE OF North CAROLINA, Buncombe County

RENUNCIATION OF DOWER

I, Preston J. Warf, Notary Public for North Carolina

do hereby certify unto all whom it may concern, that Mrs. Bettie Bonham the Wife of the within named

W. C. Bonham this day did 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 mortgagee, 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 18th day of May, Anno Domini 1939

Preston J. Warf (SEAL) Bettie Bonham Notary Public for N. C. My Com. Exp. 4-25-1940 Recorded May 25th 1939 at 4:20 o'clock P. M.