

MORTGAGE OF REAL ESTATE

bond, or in the payment of the insurance premiums, or of the taxes, or of the assessments herein-  
above mentioned, when the same shall severly become payable, and, as to the last three items,  
upon such default continuing for the space of ten days after notice from the Mortgagee, its  
successors or assigns, or (in case of payment by the Mortgagee as herein allowed) upon the  
mortgagor's failing for a like period to make good such default by repayment - then the entire  
amount of the debt secured or intended to be secured hereby shall become due at the option of  
the said Mortgagee, its successors or assigns, although the period for the payment thereof  
may not then have expired.

And it is agreed, by and between the said parties, that should legal proceedings be  
instituted for the collection of the debt secured hereby, then and in that event the said Mortgagee,  
its successors or assigns, shall have the right to have a receiver appointed of the rents and  
profits of the above described premises, who, after deducting all charges and expenses attending  
such proceedings and the execution of the said trust as receiver, shall apply the residue of the  
said rents and profits towards the payment of the debt secured hereby. And it is further agreed,  
by and between the said parties, that should legal proceedings be instituted for the foreclosure  
of this mortgage or for any purpose involving this mortgage, or should the debt hereby secured  
be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs  
and expenses incurred by the Mortgagee, its successors or assigns, including a reasonable counsel  
fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be  
recovered and collected hereunder.

PROVIDED ALWAYS, and it is the true intent and meaning of the parties to these  
presents, that if the said Conger Realty Company, its successors or assigns, shall pay or cause to  
be paid unto the said American Trust Company, its successors or assigns, the said debt with  
interest thereon, if any shall be due, and also all sums of money paid by the said Mortgagee, its  
successors or assigns, according to the conditions and agreements of the said bond and of this  
mortgage, then this deed of bargain and sale shall cease, determine and be void, otherwise it  
shall remain in full force and virtue. And it is lastly agreed, by and between the said parties,  
that the said Mortgagor is to hold and enjoy said premises until default of payment shall be  
made.

IN WITNESS WHEREOF, Conger Realty Company has caused these presents to be executed  
in its name by Benjamin Stevens Horton, its President, and by Ruth Conger, its Secretary, and its  
corporate seal to be hereto affixed, this 9th day of July, in the year of our Lord, one thousand  
nine hundred and forty-two, and in the one hundred and sixty-seventh year of the Sovereignty  
and Independence of the United States of America.

Signed, Sealed and Delivered

in the Presence of

C. A. Cochran

Witness

Louis D. Duval

Witness

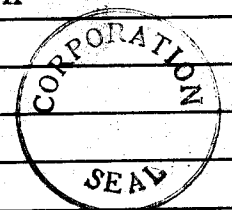
CONGER REALTY COMPANY

By: Benjamin Stevens Horton

President

Ruth Conger

Secretary



STATE OF NORTH CAROLINA

COUNTY OF MECKLENSBURG

Personally appeared before me C. A. Cochran who, on oath, says that he saw the  
within named Conger Realty Company by Benjamin Stevens Horton, its President, sign the within  
Mortgage, and Ruth Conger, its Secretary, attest the same, and the said Corporation, by said  
officers, seal said Mortgage, and, as its act and deed, deliver the same, and that he with  
Louis A. Duval witnessed the execution thereof.

SWORN to before me, this  
the 9th day of July, 1942.

Louis D. Duval  
Notary Public



C. A. Cochran  
(Witness)

My commission expires Feb. 2, 1944.

Recorded July 13th, 1942, at 9:20 A.M. #7620 BY:N.S.