

MORTGAGE OF REAL ESTATE

of \$12,400.00 given by D. W. Johnson to Gracie L. Floyd et al, bearing date of April 2, 1945, and recorded in said Register's office in Mortgage Book Volume 333, at page 195, and the note which it secures, subject, nevertheless, to a prior assignment of said mortgage to S. S. Newell et al.

It is understood and agreed that this is a second mortgage over the within premises:

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 R. N. Ward, his heirs and assigns forever:

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, the said mortgagors, agree to insure the Houses and buildings on said land for not less than is provided in the first mortgage, by a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event we shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagors to pay any insurance premium or any taxes or other public assessment or any part thereof the mortgagee may at his option declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we, the said mortgagors, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of said note, 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 AGREED, by and between the said parties, that we, the mortgagors, are to hold and enjoy the said premises until default of payment shall be made.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, we hereby assign the rents and profits of the above described premises to said mortgagee, or his Heirs, Executors, Administrators, or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, costs and expenses without liability to account for anything more than the rents and the profits actually collected.

WITNESS our hands and seals this the 19th day of April, in the year of our Lord one thousand nine hundred and forty five.

Signed, Sealed and Delivered

in the presence of:

A. F. Stevens

T. R. Johnson

Witnesses as to Evelyn F. Johnson.

Evelyn F. Johnson (L.S.)

Helen Thomas

A. J. Commins

Witnesses as to Lockie F. Carey Paxton

Lockie F. Carey Paxton (L.S.)

Gladys Floyd Going (L.S.)

Dorothy F. Stewart

Etta R. Sanders

Gracie L. Floyd (L.S.)

Carl Floyd (L.S.)