

N. 72-12 E. 18.2 feet to an iron pin on Rose Garden Street; thence with the western side of Rose Garden Street, N. 9-43 W. 89.2 feet to bend; thence continuing with said Street, N. 47-08 W. 63 feet to the point of beginning.

The above described properties are the same conveyed to me by W. H. Tollison and Mary E. Tollison by deed dated June 18th, 1951, same to be recorded along with this mortgage.

On the four lots first above described is located a frame garage apartment.

This mortgage is given to secure funds with which to pay a part of the purchase price for said property, and is a purchase money mortgage.

This is a first mortgage over the above described property, and there are no other mortgages, judgments nor other liens over or against same prior to this mortgage.

It is understood and agreed that the failure of the mortgagor to pay any installment of taxes, public assessments or insurance premiums, when due, shall constitute a default, and that the mortgagee may, at his option, foreclose this mortgage or pay said items and add the same so paid, to the principal amount of the debt, and they shall bear interest at the same rate.

This mortgage is executed subject to restrictive and protective covenants recorded in Vol. 379 at page 230; also, all utility easements of record.

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. E. Ingold, his

Heirs and Assigns forever. And I do hereby bind myself, my

Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said R. E. Ingold, his

Heirs and Assigns, from and against myself and my

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.