

Covenants, subject to right-of-way for sidewalk and power line reserved across front of said lot, and subject, also, to easement and right-of-way reserved for 10-foot alleyway across rear of said lot, all as set forth in said deed to me.

This is a first mortgage over the above described property, and there are no other mortgages, judgments, nor other liens or encumbrances 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.

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 James W. Hicks, Sr., 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 James W. Hicks, Sr., 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.

WITNESSETH my hand and seal this 10th day of June 1911