

Beginning at a point on the south side of the Glassy Mountain Road, northeast corner of the property herein described and running thence S. 1-30 E. 1798 ft. to an iron pin in an old road; thence N. 83-30 W. 1244 ft. to a chestnut oak, old 3x; thence N. 22 E. 65 ft. to a stake; thence S. 77-15 W. 825 ft. to a stake in branch; thence N. 45 W. 693 ft. to a stake in an old road; thence N. 20 W. 759 ft. with an old road to a red oak, old 3x; thence N. 7 W. 693 ft. to a point in the original Gowansville-Glassy Mountain Road; thence with said original Gowansville-Glassy Mountain Road, in an eastern direction, to the beginning point.

The above described property was conveyed to Ralph Phillips by Mary J. Foster, et al., by deed to be recorded herewith, and reference is made to the said deed and to the plat made by J. Q. Bruce, Surveyor, for a more particular description of said property.

This mortgage also covers all timber growing and to be grown on the above described premises, and all timber cut and removed therefrom.

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 before mentioned unto the said

West Virginia Pulp and Paper Company, its Successors

~~Heirs~~ and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and

Administrators to warrant and forever defend all and singular the said premises unto the said.

West Virginia Pulp and Paper Company, its Successors

~~Heirs~~ and Assigns, against me and my Heirs, Executors, Administrators and

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

And the said mortgagor agrees to insure the house and buildings on said lot in the sum of not less than full insurable value ~~XXXX Dollars~~, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said West Virginia Pulp and Paper Company

and that in the event the mortgagor shall at any time fail to do so, then the said West Virginia Pulp and Paper Company

may cause the same to be insured in its name and reimburse itself for the premium and expense of such insurance under this mortgage.

And the said mortgagor agrees to pay the said debt or sum of money, with interest thereon, according to the true intent and meaning of the said note together with all costs and expenses which the said mortgagee shall incur or be put to, including a reasonable attorney's fee, chargeable to the above described mortgaged premises, for collecting the same by demand of attorney or by legal proceedings.

And the said mortgagor hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby.