

at page 491 in said R. M. C. office.

Subject to existing and recorded rights of way.

This is a second mortgage over the above described property, being second and junior to a first mortgage over same executed by me to John A. Park on August 13, 1952, for the original sum of \$1750.00, recorded in Vol. 537 at page 207 in said R.M.C. office; but there are no other mortgages, judgments, nor other liens or encumbrances over or against said property prior to this mortgage, except said first mortgage.

This mortgage is given to obtain funds with which to complete the erection and construction of a frame dwelling house and other improvements on said property and is a construction mortgage; and said funds are to be used and are actually being used for said purpose and for no other purpose.

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 John A. Park, 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 John A. Park, 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.