

Being the same property conveyed to the mortgagor(s) by deed of E.C. York to be recorded of even date herewith.

It is understood and agreed that the within mortgagee shall release lots from the terms of this mortgage upon the receipt of 80% of the sales price of said lots. It is further understood and agreed that the mortgagor(s) shall pay to the mortgagee 80% of the sales price of each lot sold out of the above described property until the mortgage is paid in full. It is further understood and agreed that the mortgagor(s) shall pay to the mortgagee, in the event no lots are sold during an annual one year period, the sum of \$500.00, and further agrees that should, during the annual one year period, the 80% of the sales price not amount to \$500.00 that said mortgagor(s) shall pay to the mortgagee the difference between 80% of the sales price and \$500.00, that is to say, that \$500.00 during any one year period shall be paid whether by 80% of the sales price or not.

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  
E. C. York,

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 mortgagee, his Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And I, the said mortgagor, agree to insure the house and buildings on said land for not less than Seven thousand five hundred (\$7500.00) Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, 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 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 mortgagor 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 I the said mortgagor, 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 the 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.

For Release Lot 6 see Deed Book 512 Page 236 deed to Charles A. Bond, Jr. et al.  
For Release Lot 15 see Deed Book 511 Page 532 deed to Lewis J. Bientzen et al.