

The mortgages, L. B. Ferguson, has heretofore given to his wife, mortgagee herein, Beatrice Ferguson, a mortgage against said land dated November 3, 1952 and recorded in Mortgage Book 544, at page 439 and Beatrice Ferguson, a mortgagee herein, does hereby agree to waive the lien of the said mortgage to her in favor of the lien of this mortgage, so that said H. K. Townes, Attorney, the mortgagee herein, shall have a first lien to secure this sum of money which the said mortgagees owe.

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 H. K. Townes, Attorney, his Heirs and Assigns forever. And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said H. K. Townes, Attorney, his

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

And the said mortgagors agree to insure the house and buildings on said lot in a sum not less than One thousand Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in his name and reimburse himself for the premium and expense of such insurance under this mortgage, with interest.