

Less however the 1.17 acre tract conveyed to R. E. Henderson by deed dated August 3, 1955, and the 1.22 acre tract conveyed to Alvin Henderson, by deed bearing like date. These two excepted tracts are shown on a plat of the property of D. C. Henderson, et al. made by G. O. Riddle, July, 1955.

The above mortgaged land is the same in which R. E. and A. R. Henderson were conveyed a one-third interest each by deed of D. C. Henderson recorded in said R. M. C. Office in Deed Book 518, page 81, less the 1.17 and 1.22 acres excluded above.

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 and 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 mortgagor s agree to insure the house and buildings on said lot in a sum not less than SIX 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 their name and reimburse himself for the premium and expense of such insurance under this mortgage, with interest.