

N 51 W, 5.34 chains to a point and thence N 46 W, 1.63 chains) to a stone, the beginning corner.

There is expressly excluded from the lien of this mortgage three tracts of land aggregating 10 acres, located on the South and Southeast edge of the above described tract which are shown as Lots 1, 2 and 7 on a preliminary plat prepared by H. Harold Tarleton, Jr., July 14, 1956, shown on said plat as Terra Pine Estates.

This is a portion of the same property conveyed to the mortgagors herein by deed of John Carl Fisher of even date herewith, said mortgage being given to secure the unpaid portion of the purchase price.

The mortgagors herein have drafted a plat of the above described tract of land which was prepared by H. Harold Tarleton, Jr., July 14, 1956, known as Terra Pine Estates, showing thereon tracts from 1 to 24, inclusive. The mortgagee herein agrees that he will release from the lien of this mortgage any one or all of said tracts of land except Tract 3, upon the payment to him of a release price of \$600.00 per acre. As to Tract 3 upon which a dwelling is located the release price shall be \$6,000.00.

Tracts 1, 2 and 7 as shown on said plat have been excluded from the lien of this mortgage and hereafter any release by the mortgagee of said tract shall be in the following consecutive order: 8, 9, 10, 17, 19, 18, 24, 23, 22, 21, 6, 4, 5, 11, 12, 13, 14, 15, 16, 20, and 3.

The purpose of requiring releases of the tracts of land in the order named above is so that the remaining tracts of land covered by said mortgage shall be contiguous and adjacent, one to the other.

The mortgagee further agrees that he will permit the mortgagors to apply on the release price of any lot or tract that portion of any required payments under the note and mortgage, which will be applied to principal, provided that at the time the required principal payment is applied on the release price, all payments becoming due under said note secured by this mortgage have been made.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said mortgagee(s) his heirs, successors and Assigns. And WE do hereby bind ourselves and our Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) his heirs, successors and Assigns, from and against the mortgagor(s), their Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.