

Subject, however, to the right of way retained by the said D. B. Tripp for water lines by the aforesaid deed and subject also to the restrictions contained in deed of D. B. Tripp to the mortgagor, recorded as aforesaid.

Also, all those chattels located on the last described lot of land consisting of three (3) 15,000 gallon oil tanks, one (1) 10,000 gallon oil tank and pumps, meters, pipes and other tank accessories attached to said tanks or used in connection with said tanks, also one (1) 1065 General Steel Tank Wagon, one (1) 965 Chevrolet Tank Wagon, one (1) Standard Tanker, all used in connection with the oil and petroleum business carried on from the above premises.

Also, all that lot of land in Paris Mountain Township, on the Eastern side of U. S. Highway No. 25, known and designated as Lot No. 5, as shown on plat of property of J. S. Fox, made by Piedmont Engineering Service, April 1949, recorded in Plat Book V. at page 169, and described as follows:

Beginning at a stake on the Eastern side of U. S. Highway No. 25, at corner of unnamed road and running thence with the Southern side of said road, N. 68-00 E. 199.3 feet to a stake; thence S. 16-13 E. 101.2 feet to a stake at corner of lot No. 4; thence with line of said lot S. 68-00 W. 197.6 feet to a stake on said highway; thence with the Eastern side of said highway, N. 17-13 W. 100 feet to the beginning corner.

Also, all that lot of land in Paris Mountain Township, on the Northern or Western side of Paris Mountain Road, being an unnumbered lot as shown on Plat No. 2 of property of J. S. Fox, made by Piedmont Engineering Service, May, 1953, and described as follows:

Beginning at a stake on the Western side of Paris Mountain Road, 271.3 feet Northeast from U. S. Highway No. 25, at corner of other property of mortgagor and running thence with the line of said property, N. 16-13 W. 80.5 feet to a stake at corner of Lot No. 1; thence with line of said lot, N. 53-41 W. 54.5 feet to a stake on Paris Mountain Road; thence with the Western side of said road, S. 25-33 W. 50 feet to the point of beginning.

It is understood and agreed that this mortgage on the last two described lots is junior to that mortgage given by the mortgagor to M. E. Garrett and which is recorded in Mortgage Book 564, at page 472.

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 B. T. Witcher, 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 TWENTY FIVE THOUSAND & NO/100 (\$25,000.00) - - - - - 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 I 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.

BOOK 088 PAGE 143