

It is understood and agreed between the parties hereto, that the mortgagor intends to subdivide the above tract of land into 25 residential building lots to be known as BROOKFOREST EXTENSION and the mortgagors agree to release from the lien and effect of the within mortgage, the first three lots requested to be released upon payment of \$500.00 and agree to release the remaining lots upon payment of \$2,000.00 each.

It is agreed by the mortgagor and mortgagees that this mortgage and the note which the same secures is executed subject to the terms and conditions set forth in agreement signed by the mortgagor and mortgagees of even date herewith and said agreement constitutes a part of this mortgage as if the terms thereof were written herein.

For Release Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25. See R. E. M. Book 709 Page 295.

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