

thence across said creek S. 20-50 W. 560 feet to a R.O. stump; thence S. 13-07 E. 58.8 feet to an old iron pin; thence S. 16-31 E. 130 feet to an old iron pin; thence S. 16-56 E. 182.2 feet to an old iron pin; thence S. 18-40 E. 356.7 feet to an old iron pin; thence S. 50-15 E. 476.5 feet to an iron pin; thence S. 8-05 W. along Barton line approximately 1343 feet to a point; thence N. 78-13 W. approximately 12.1 feet to an iron pin, northeasterly corner of Thomas Charles Black property; thence N. 78-13 W. 184.45 feet to an iron pin; thence S. 11-12 W. 261 feet to an iron pin; thence S. 74-15 E. 200 feet to an iron pin; thence running S. 23-42 E. 194.9 feet plus along a line parallel to and 12 feet southwest of a similar line of T. Bartow Black to a point; thence running S. 37-04 E. 249 feet plus along a line parallel to and 12 feet southwest of a similar line of T. Bartow Black to a point at or near the edge of Old U.S. Highway No. 29; thence running S. 52-38 W. 386.7 feet to the point of beginning, and contains 83.83 acres.

This is the same property conveyed to me by deed of T. Bartow Black of even date herewith and this mortgage is given to secure a portion of the purchase price.

The mortgagor agrees that at all times prior to the payment of indebtedness secured by this mortgage, he will maintain fire and extended insurance coverage on the six (6) residential buildings on said tract of land in a combined amount of Six Thousand (\$6,000.00) Dollars, coverage equitably distributed over said houses, payable to the holder of said note and mortgage, as his, her or its interest may appear, if that much insurance can be obtained, otherwise then the amount obtainable, if any, and premiums to be paid by the mortgagor.

The mortgagee herein agrees that the mortgagor may demolish any or all of the said houses located on this property and any other buildings thereon, upon the payment of the portion of the principal and the interest which falls due November 1, 1959 and the payment of said principal portion and interest may be anticipated at any time on or after January 2, 1959.

The mortgagee further agrees that he will release from this mortgage any and all lots into which said tract of land may be sub-divided, from the lien of said mortgage, upon payment to the holder of said mortgage of a sum determined by the acreage in the lot or lots to be released, calculated on the basis of Six Hundred (\$600.00) Dollars per acre, and which lot or lots may contain more or less than one acre, any amount, provided, that one-half the breadth of any street (s), road (s) or avenue (s), for the width of the lot (s) to be released, adjacent to said lot (s), shall be included as a part of said lot (s) in determining the acreage thereof, any and all lot release payments shall be applied to the payment of the note and mortgage debt principal, but the same shall not be used to meet the scheduled installment payments of principal or interest, they to be paid as scheduled in the note, as long as any principal or interest remain unpaid.

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 **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) **his** 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.