

The mortgagee further agrees to subordinate this mortgage in favor of a construction mortgage loan by any Bank, Insurance Company or Saving & Loan Association provided such mortgage construction loan shall not exceed the sum of Eight Thousand (\$8000.00) Dollars per lot.

Prior to the execution of this mortgage by the undersigned, the paragraph immediately preceding is amended to provide that the mortgagee expressly subordinates this mortgage with respect to Lot 6 in favor of a note and mortgage executed under date of February 23, 1960, in the principal amount of \$8,000.00 by the mortgagors to Fidelity Federal Savings & Loan Association, said mortgage to be recorded and the mortgagee further subordinates this mortgage with respect to Lot 15 in favor of a mortgage to be executed to Fidelity Federal Savings & Loan Association in the amount of \$8,000.00, both mortgages being for construction loans. By this subordination it is the intention of the mortgagee that the lien of this mortgage be junior to the aforesaid mortgages to be held by the Fidelity Federal Savings & Loan Association.

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 **George D. Stewart,**
his

Heirs and Assigns forever.

And **we** do hereby bind **ourselves**, **our** 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 **us**, **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____, agree to insure the house and buildings on said land for not less than _____ 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 **we** 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 **we** the said mortgagors, 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.