

BEING subject to the Restrictive Covenants applicable to Copeland Dale Sub-Division, as noted and recorded in Deed Volume 630 at page 159. Further, the said Lot is subject to a Drainage Easement of 2.5 Feet each on the Line of Division of Lots 6 and 7 as shown on the Plat heretofore mentioned. Further this Lot is subject to Rights of Way or easements of utilities now or to be recorded. Being a part of the property conveyed to the Grantor as noted in Deed Volume 598, page 291.

THE Buyers agree and covenant to remodel, rebuild, remove, or raze, any structure now on the premises in order to bring the same up to the standards according to the Restrictive Covenants, hereinbefore, referred to within Seven years of the date of this Agreement.

IT is expressly agreed that the following items are not a part of this Agreement: 1. Essotane Gas Tanks; 2. Stove; 3. Refrigerator or Ice Box.

THE Grantor agrees to continue to supply water lines to the premises until such time as Lot 5, with the improvements thereon is sold. When the said Lot 5 is sold, the Grantees shall have Ninety Days in which to cause their water line to be connected to the principal City Water and Sewer Lines. In the event that the Grantees comply with the Restrictive Covenants before Lot 5 is sold, the Grantees may without penalty connect with the City Lines. The Grantor shall have the right to continue to maintain the Easement to supply Lot 5 in the event that the Grantees comply with the Restrictive Covenants before Lot 5 is sold.

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 E. L. McPherson, M. D., His Heirs and Assigns forever. And We do hereby bind Our

Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said E. L. McPherson, M. D.,

His Heirs and Assigns, from and against us and our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagors agree to insure the house and buildings on said lot in a sum not less than the amount of this mortgage Dollars in a company or companies satisfactory to the mortgagee, and to keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in

His name and reimburse himself for the premium and expense of such insurance under this mortgage, with interest.