

For Release Lot 160 See R. E. M. Book 937 Page 46  
For Release Lot 170 See R. E. M. Book 936 Page 21

BOOK 852 PAGE 180

STATE OF NORTH CAROLINA )  
COUNTY OF MECKLENBURG )

PERSONALLY appeared before me R. H. Tunnell  
and made oath that he saw the within named R. Read Tull, for Botany Woods,  
Inc. sign, seal and as his act and deed deliver the within written deed and  
that he with Helen C. Horne witnessed the execution thereof.

SWORN to before me this 22  
day of February 1961.

R. H. Tunnell

R. H. Tunnell (SEAL)  
My Commission Expires 6-12-61

Probate Recorded March 16th, 1961, at 8:52 A.M. #22847

For Release Lot 148 See R. E. M. Book 855 Page 544  
For Release Lot 162 See R. E. M. Book 866 Page 197  
For Release Lot 146 See R. E. M. Book 866 Page 201  
For Release Lot 170 See R. E. M. Book 878 Page 488  
For Release Lot 149 See R. E. M. Book 879 Page 538  
For Release Lot 164 See R. E. M. Book 880 Page 2  
For Release Lot 150 See R. E. M. Book 889 Page 274  
For Release Lot 120 See R. E. M. Book 898 Page 200  
For Release Lot 145-A See R. E. M. Book 907 Page 562  
For Release Lot 156 See R. E. M. Book 913 Page 198

For Release Lot 173 + Part Lot 172 See R. E. M. Book 935 Page 200  
For Release Lot 171 See R. E. M. Book 938 Page 201  
For Release Lot 174 See R. E. M. Book 938 Page 68  
For Release Lot 159 See R. E. M. Book 938 Page 200

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 Tankersley Dirt Moving Co., its successors and assigns,

##### forever.

And do hereby bind Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, Heirs and Assigns, from and against 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 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 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.