

For Release R/W to Duke Power Co. Re Deed Book 738 Page 457.

**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 Mortgagee forever.  
And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Mortgagee  
W. H. Bridwell, his Heirs, Executors, from and against my Heirs, Executors, Administrators and Assigns and all other persons lawfully claiming or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor, his Heirs, Executors or Administrators, shall and will forthwith insure the House and Buildings on said lot and keep the same insured from or damage by fire, and assign the policy of insurance to the said Mortgagee W. H. Bridwell, his Heirs, Executors, Administrators, or Assigns, and in case he or they shall at any time neglect or fail to do so, then the said Mortgagee, his Heirs, Executors, Administrators, or Assigns, may cause the same to be insured in their own name, and reimburse themselves for the premium and expenses of said insurance under the mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if the said Mortgagor Lock D. Aldrick do and shall well and truly pay, or cause to be paid, unto the said Mortgagee W. H. Bridwell the said debt, or sum or money aforesaid, with the interest thereon, if any shall be due according to the true intent and meaning of the said Note or Obligation and Condition thereunder written, and all sums of money provided to be paid by the mortgagor, his Heirs, Executors, Administrators or Assigns, under the covenants of this mortgage, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue. And it is agreed, by and between the said parties, that the mortgagor is to hold and enjoy the said premises until default of payment shall be made.

And it is further agreed and covenanted between the said parties that in case the debt secured by this Mortgage or any part thereof is collected by suit or action or this Mortgage is foreclosed, or be put into the hands of any Attorney for collection, suit, action or foreclosure, the said Mortgagor, his Heirs, Executors, Administrators or Assigns, shall be chargeable with all costs of collection, including ten percent of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once, which charges and fees, together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

It is further agreed that as a further security for the payment of the Note or Obligations, for the performance of all the terms of said note and all the conditions and covenants of this mortgage, that the Mortgagor hereby assign, set over and transfer to the Mortgagee, his Heirs, Executors, Administrators and Assigns, all of the rents and income of the premises herein described for each and every year that the same remains unpaid, after default, together with all rights and remedies for enforcing collection of same; and that, upon filing suit of foreclosure, or at any time thereafter, the Mortgagee, his Heirs, Administrators or Assigns, shall be entitled to have a receiver appointed to take charge of the premises herein described, together with all rights and remedies for enforcing collection therefrom during such litigation, and to hold the same subject to the orders and the directions of the Court in which the action is begun.