

Don Release Lot 3 Sec 1 - See Deed Book 694 Page 25 deed to m. A. Druff

863 PAGE 310

STATE OF NORTH CAROLINA )  
COUNTY OF )

PROBATE

PERSONALLY appeared before me Rhesa H. Purnell and made oath that he saw the within named R. Reed Tull, Secretary, Botany Woods, Inc. and individually and as his act and deed deliver the within written mortgage and that he with Eula P. Jones witnessed the execution thereof.

SWORN to before me this 11 day of July, 1961.

Rhesa H. Purnell

[Signature] (SEAL)  
Notary Public for North Carolina

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 James M. Whitmire, His

Heirs and Assigns forever.

And we do hereby bind our successors and Assigns ~~successors and assigns~~ to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against, our ~~successors and assigns~~ and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, 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.