MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, I, CURTIS LEE KELLEY,

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAESAR'S HEAD CO., INC.

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(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated

ONE THOUSAND AND NO/100 ----- Dollars (\$1,000.00 ) due and payable

\$250.00 quarterly, on the 16th day of each third month, commencing December 16, 1961 payments applied first to interest, balance to principal, with the final payment due and owing September 16, 1962 with interest thereon from date at the rate of Six (6%) per centum per annum, to be paid quarterly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW. KNOW ALL MEN. That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the

Those two certain pieces, parcels or lots of land situate, lying and being on U. S. Highway 276, North of Caesar's Head, in Cleveland Township, County and State aforesaid, more particularly described as follows:

PARCEL No. 1: Alt of Lot No. 7, together with a strip of land adjoining the same on the rear thereof, shown more fully on plat entitled Property of Paris Mountain-Caesar's Head Company, Section "B" Development, prepared by Dalton & Neves Engineers, June 12, 1925, having the following metes and bounds:

BEGINNING at a stake on the southerly side of U. S. Highway No. 276, at corner of property now or formerly of Haden; thence along line of said property, S. 46-20 W. 200.0 feet to an iron pin; thence continuing along the same course approximately 200.0 feet to a stake at the edge of the clifftline; thence with the edge of the clifft-line in a northerly direction, 210 feet, more or less, to a stake in the edge of said cliff-line; thence with the joint line of said lots. N. 66-20 E., 200.0 feet to an iron pin, the rear corner of Lots 7 and 8; thence with the joint line of said lots. N. 66-20 E., 200.0 feet to an iron pin on the edge of said U.S. Highway; thence along said Highway right-of-way, a curving course (the chort of which is S. 43-20 E.) 100.0 feet to point of beginning.

PARCEL No. 2: All of Lot No. 15, together with a strip of land adjoining the same on the rear thereof, shown more fully on the plat described in Parcel No. 1, above, and having the following metes and bounds:

BEGINNING at a stake on northerly side of U. S. Highway No. 276, joint front corner of Lots 16 and 15; thence with said joint line, N. 48-10 E., 200.0 feet; thence N. 48-10 E. 200.0 feet, more or less, to a stake at the edge of the cliff-line; thence along the edge of said cliff, in a northerly direction, 145.0 feet, more or less, to a point; thence, S. 42-40 W., 200.0 feet, more or less, to an iron pin at rear corner of Lots 18.8 15; thence with joint line of said Lots, S. 42-40 W., 200.0 feet to an iron pin in the edge of said Highway right-of-way; thence with said Highway right-of-way as the line, S. 41-50 E., 100,0 feet to point of beginning.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

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The Mortgagor covenants that it is lawfully seized of the premises hereinaboro described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to Warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and significant the Mortgagor and all persons of moreover lawfully claiming the same of any part thereof.

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Record

By. T. W. Marchard, J. Mochiel Of Record G. J. Marchard, J. March