To Allease Late 278 See a. E. M. Books 1012 Page 434.

The Release Late 278 See a. E. M. Books 1011 Oage 648

The Release Late 248 See a. E. M. Books 1006 Page 368 R. E. M. Brok 1009 Page 368

The Release Late 48 See a. E. M. Books 1006 Page 381

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For Release Late 36 See C. E. m. Books 985 Page 198

For Release Late 36 See C. E. m. Books 996 Page 198

STATE OF NORTH CAROLINA )
COUNTY OF MECKLENBURG )

P RO BATE

personally appeared before med Colombia and made oath that he saw the within named Botany Woods, Inc. by R. Read Tull as Secretary, sign, seal and as its act and deed deliver the within written deed and that he with the secution thereof.

SWORN to before me this

day of , 1961.

Notary Public for North Carolina
My Commission expires July 10, 1963

Probate Recorded November 18th, 1961, at 11:16 A.M. #12872

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

HAN AND XXXIII forever.

And do hereby bind Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, ITS SUCCESSORS MAK 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 mortgage may, at his

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 he attack well said note to reposite to full force and victure.

and be utterly null and voids otherwise to remain in full force and virtue.

option, declare the full amount of this mortgage due and payable.