

The improvements on this property are included in this mortgage.

Also included in this mortgage are all of the furniture, furnishings, fixtures and equipment presently located on the mortgaged premises and also includes any additions to or replacements of said furniture, furnishings, fixtures and equipment for and during the term of this mortgage.

It is specifically understood and agreed between the parties hereto that the within described property (real and personal) shall be the only security for the indebtedness and that the mortgagee or his successors and assigns will not look to the within mortgagors for any deficiency in the event of foreclosure.

This within described real property was acquired from Emmet J. Shaughnessy and Leta W. Shaughnessy by reason of a contract of sale between the said R. M. Caine and others and Emmet J. Shaughnessy and Leta W. Shaughnessy. This is therefore a purchase money mortgage and is to be assigned by R. M. Caine and Alfred T. Smith, Trustees to Emmet J. Shaughnessy and Leta W. Shaughnessy as collateral security for a note this date given by R. M. Caine and Alfred T. Smith, Trustees to Emmet J. Shaughnessy and Leta W. Shaughnessy

assignment paid in full and satisfied this 4th day of October 1962.

Robert W. Shaughnessy

Emmet J. Shaughnessy

Witness

Robert A. Clark

Recorded October 4, 1962 at 4:52 P.M. #9114

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 R. M. CAINE AND ALFRED T. SMITH, TRUSTEES, THEIR SUCCESSORS

and Assigns forever. And we do hereby bind our Heirs, Executors and Administrators to warrant and forever defend all and

singular the said Premises unto the said R. M. CAINE AND ALFRED T. SMITH, TRUSTEES, THEIR SUCCESSORS

and Assigns, from and against us and our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagors agree to insure the house and buildings on said lot in a sum not less than One Hundred, Fifty Thousand (\$150,000) and 00/100 Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in their name and reimburse themselves for the premium and expense of such insurance under this mortgage, with interest.

assignment paid in full and satisfied this 4th day of October 1962.

The Southern Bank and Trust Company  
Charlotte, North Carolina

By: Thomas A. Vandiver  
president

Witness:

Edith Tidwell

By: Earl Sauris  
assistant cashier

Recorded Oct. 4, 1962 at 4:52 P.M. #9114