

Also

BOOK 987 PAGE 640

The remainder of that property conveyed to the Mortgagor by Gertrude H. Howell in the ~~above~~ mentioned deed which has not heretofore been developed by the Mortgagor. It is the intention of the mortgagor, however, to include in this mortgage those lots platted and set out in Sector V shown upon Plat Book \_\_\_\_\_ at page \_\_\_\_\_.

This mortgage is second in priority to a mortgage given by the Mortgagor to Gertrude H. Howell.

The Mortgagee herein is a partnership of L. H. Tankersley and P. D. Tankersley d/b/a Tankersley Dirt Moving Company. It shall be sufficient for a release upon this mortgage to be signed by L. H. Tankersley for and on behalf of the partnership.

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 Company, their successors

~~##~~ and Assigns forever.

Successors and Assigns

And We do hereby bind ourselves, our ~~Heirs, Executors and Administrators~~ to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors ~~##~~ and Assigns, from and against us, our ~~Heirs, Executors, Administrators and Assigns~~ and every person whomsoever lawfully claiming, or to claim the same or any part thereof. Successors and Assigns

And We, the said mortgagor, agree to insure the house and buildings on said land for not less than the value thereof \_\_\_\_\_ 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 We 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 We 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.