

BEGINNING at an iron pin on the South side of Mahon Street at a point 76.8 feet East of the intersection of First Avenue, now known as New Buncombe Road and running thence along the South side of Mahon Street, N. 89-43 E. 73.2 feet to an iron pin at the intersection of a 10-foot alley; thence along the West side of said 10-foot alley, S. 0-17 W. 100 feet to an iron pin at the rear corner of Lot No. 3; thence along the line of Lot No. 3, S. 89-43 W. 72.3 feet to an iron pin at the rear corner of the lot heretofore conveyed to J. F. Simmons, et al, which point is approximately 77.8 feet from the East side of the New Buncombe Road; thence on a new line across Lots Nos. 4 and 5 of Block B, N. 0-33 W. 100 feet to the beginning corner.

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Being the same property conveyed to the Mortgagors herein by Frank N. Quinn by deed recorded of even date herewith.

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

Frank N. Quinn, his

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs 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.

And we, the said mortgagor~~s~~, agree to insure the house and buildings on said land for not less than Four Thousand and No/100 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~~s~~ 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.