

thence with the line of said property, N. 32-35 E. 106.7 feet to an iron pin; thence continuing with the line of said property, S. 59-30 E. 6 feet to the beginning corner. This is the same property conveyed to Thomas A. Roe by deed recorded in Deed Book 754 at page 415.

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

The mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to see, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.
2. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the mortgagor by the Mortgagee; and that all sums so advanced shall bear interest at the same rate as the Mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing.
3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amount as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Mortgagee, and that he will pay all premiums therefor when due; and that he does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.
4. That he will keep all improvements now existing or hereafter erected in good repair, and in the case of construction loan, that he will continue construction until completion without interruption, and should he fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
5. That he will pay, when due, all taxes public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises.
6. That he will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
7. That, at the option of the Mortgagee, this mortgage shall become due and payable forthwith if the Mortgagor shall convey away said mortgaged premises, or if the title shall become vested in any other person in in any manner whatsoever, other than by death of the Mortgagor, or, in the case of a construction loan, if the Mortgagor shall permit work on the project to become and remain interrupted for a period of fifteen (15) days without the written consent of the Mortgagee.

Book 1121 Page 203

Assignment filed and recorded May 3, 1971, at 11:37 A.M. #25871

For value received, The Roe Company, Inc. formerly Colonial Company Inc. hereby assigns and transfers the within Mortgage to Thomas A. Roe in connection with the complete liquidation of the corporate grantor in exchange for and in cancellation of all its outstanding common stock this 30th day of April 1971.

The Roe Company Inc.
By Thomas A. Roe Pres.

Witness Brenda G. Amick
Frances D. Lowery