

MORTGAGEE SHALL RELEASE TO SAID MORTGAGOR THE ABOVE DESCRIBED PREMISES ACCORDING TO LAW, (5) MORTGAGOR WILL PAY THE INDEBTEDNESS HEREBY SECURED PROMPTLY AND IN FULL COMPLIANCE WITH THE TERMS OF SAID NOTE AND TIME SALES CONTRACT, (6) ANY AWARD OF DAMAGES UNDER CONDEMNATION FOR INJURY TO, OR TAKING OF, ANY PART OR ALL OF SAID PROPERTY IS HEREBY ASSIGNED TO MORTGAGEE WITH AUTHORITY TO APPLY OR RELEASE THE MONIES RECEIVED, AS ABOVE PROVIDED, FOR INSURANCE LOSS PROCEEDS, (7) MORTGAGEE SHALL BE SUBROGATED TO THE LIEN OF ANY AND ALL PRIOR ENCUMBRANCES, LIENS OR CHARGES PAID AND DISCHARGED FROM THE PROCEEDS OF THE PROMISSORY NOTE AND TIME SALES CONTRACT HEREBY SECURED, AND EVEN THOUGH SAID PRIOR LIENS HAVE BEEN RELEASED OF RECORD, THE RE-PAYMENT OF SAID INDEBTEDNESS SHALL BE SECURED BY SUCH LIENS ON THE PORTIONS OF SAID PREMISES AFFECTED THEREBY TO THE EXTENT OF SUCH PAYMENTS, RESPECTIVELY, (8) HOWEVER, BY THE TERMS OF THIS INSTRUMENT OR OF SAID NOTE AND TIME SALES CONTRACT, MORTGAGEE IS GIVEN ANY OPTION, SUCH OPTION MAY BE EXERCISED WHEN THE RIGHT ACCRUES, OR AT ANY TIME THEREAFTER, AND NO ACCEPTANCE BY MORTGAGEE OF PAYMENT OF INDEBTEDNESS IN DEFAULT SHALL CONSTITUTE A WAIVER OF ANY DEFAULT THEN EXISTING AND CONTINUING OR THEREAFTER ACCRUING, (9) NOTWITHSTANDING ANYTHING IN THIS MORTGAGE OR THE NOTE AND TIME SALES CONTRACT SECURED HEREBY TO THE CONTRARY, NEITHER THIS MORTGAGE NOR SAID NOTE AND TIME SALES CONTRACT SHALL BE DEEMED TO IMPOSE ON THE MORTGAGOR ANY OBLIGATION OF PAYMENT, EXCEPT TO THE EXTENT THAT THE SAME MAY BE LEGALLY ENFORCEABLE; AND ANY PROVISION TO THE CONTRARY SHALL BE OF NO FORCE OR EFFECT, (10) ALL MORTGAGORS SHALL BE JOINTLY AND SEVERALLY LIABLE FOR FULFILLMENT OF THEIR COVENANTS AND AGREEMENTS HEREIN CONTAINED, AND ALL PROVISIONS OF THIS MORTGAGE SHALL INURE TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, GRANTEEES, LESSEES AND ASSIGNS OF THE PARTIES HERETO, RESPECTIVELY, ANY REFERENCE IN THIS MORTGAGE TO THE SINGULAR SHALL BE CONSTRUED AS PLURAL WHERE APPROPRIATE, (11) INVALIDITY OR UNENFORCEABILITY OF ANY PROVISIONS HEREIN SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY OTHER PROVISIONS.

WITNESS THE MORTGAGOR'S HAND AND SEAL, THIS 13th DAY OF January, 1971
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
(1) Ralph D. Inness, Jr. Ervin Thurston, Jr. (L. S.)
Sarah M. Thurston (L. S.)
(2) Dick Fulmer (L. S.)

STATE OF NORTH CAROLINA } ss. PROBATE
COUNTY OF Mecklenburg }
PERSONALLY APPEARED BEFORE ME Ralph D. Inness, Jr.

AND MADE OATH THAT HE SAW THE WITHIN NAMED Ervin Thurston, Jr. and Sarah M. Thurston 1ST WITNESS Thurston SIGN, SEAL AND AS MORTGAGORS

HIS (HER) ACT AND DEED DELIVER THE WITHIN WRITTEN MORTGAGE AND THAT HE WITH Dick Fulmer WITNESSED THE EXECUTION THEREOF.
SWORN TO BEFORE ME THIS 26th DAY OF January A.D. 1971
R.D. Inness, Jr. 2ND WITNESS
[Signature] 1ST WITNESS

NOTARY PUBLIC FOR STATE OF N.C.
My Commission Expires September 17, 1974

STATE OF NORTH CAROLINA } ss. RENUNCIATION OF DOWER
COUNTY OF Mecklenburg }
I, June A. Sears A NOTARY PUBLIC FOR NORTH CAROLINA DO HEREBY

CERTIFY UNTO ALL WHOM IT MAY CONCERN, THAT Mrs. Sarah M. Thurston THE WIFE OF THE WITHIN NAMED Ervin Thurston, Jr. DID THIS DAY APPEAR BEFORE ME, AND UPON BEING PRIVATELY AND SEPARATELY EXAMINED BY ME, DID DECLARE THAT SHE DOES FREELY, VOLUNTARILY AND WITHOUT ANY COMPULSION, DREAD OR FEAR OF ANY PERSON OR PERSONS

WHOMSOEVER, RENOUNCE, RELEASE, AND FOREVER RELINQUISH UNTO THE WITHIN NAMED Brick Homes, Inc. ITS SUCCESSORS AND ASSIGNS, ALL HER INTEREST AND ESTATE, AND ALSO ALL HER RIGHT AND CLAIM OF DOWER OF, IN OR TO ALL AND SINGULAR THE PREMISES WITHIN MENTIONED AND RELEASED.

GIVEN UNDER MY HAND AND SEAL THIS 26th DAY OF January A.D. 1971
June A. Sears (SEAL)
Sarah M. Thurston

NOTARY PUBLIC FOR STATE OF N.C.
My Commission Expires September 17, 1974

Recorded Jan. 28, 1971 at 2:00 P. M., #17546. 25,902.00
1.02 Acres, O'Neal Tp.