

Together with all and singular, the buildings and improvements, streets, lanes, alleys, passages, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof.

To Have and to Hold the said

hereditaments and premises hereby granted and conveyed, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use and behoof of the said party of the second part, its successors and assigns, forever.

Provided Always, Nevertheless, That if the parties of the first part, their heirs, executors, administrators or assigns, shall and do well and truly pay, or cause to be paid unto said Corporation, its certain attorneys, successors or assigns, the said debt or sum of

SEVEN THOUSAND (\$7,000.00) DOLLARS,

with interest as aforesaid,

on the day s and time s hereinbefore mentioned and appointed for the payment thereof, as set forth in the condition of said obligation, and do satisfy and discharge the same and the premiums of insurance aforesaid, and also all taxes, municipal assessments or charges assessed against or upon the mortgaged premises, without any fraud or further delay, and without any deduction, defalcation or abatement to be made for, or in respect of any taxes, charges or assessments whatsoever, then and from thenceforth, as well as this present Indenture, and the estate hereby granted, and the said recited obligation, shall become void and of no effect, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

But Provided further also That in case default be made, at any time, in the payment of said principal debt or sum, or of any installment of charges, or premiums of insurance, or of any part thereof, or in payment of any and all taxes, municipal assessments or charges assessed against or upon the mortgaged premises, when due and payable respectively, by the terms and conditions of said obligation, for the period of thirty days as aforesaid, the whole of the said principal debt or sum and interest then unpaid, shall thereupon at the option of the holder hereof become due and payable, and a complaint in an action of Mortgage Foreclosure may be issued forthwith on this Mortgage, and prosecuted to judgment, and execution and sale, for the collection of the whole amount of the said principal debt, and interest thereon, remaining unpaid, together with all premiums of insurance, fees, costs and expenses of such proceedings, including an attorney's commission of fifteen per centum for the collection of the same.

And all errors in said proceedings, together with stay of, or exemption from execution, or extension of time of payment which may be given by any Act or Acts of Assembly now in force, or which may be enacted hereafter, are hereby forever waived and released.

NOTICE—THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended.]

In Witness Whereof, the said parties of the first part have to these presents set their hands and seals the day and year first above written.

Sealed and Delivered to the Presence of

[Signatures of witnesses]

Charles E. Burdette
Charles Burdette
Karen S. Burdette
Karen S. Burdette

STATE OF
County of

On this the day of September, A. D. 1971, before me, a Notary Public, the undersigned officer, personally appeared

CHARLES BURDETTE and KAREN S. BURDETTE, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In Witness Whereof, I hereunto set my hand and official seal.

My commission expires

Notary Public
(Title of Officer.)