

The mortgagee trustee, pursuant to the terms of the contract to purchase real estate and pursuant to the Trust Agreement under which he receives his powers and responsibilities, agrees to release from this mortgage any property required for the construction and installation of roads and utilities on the property without consideration. That, in addition, the mortgagee trustee agrees to release property from the mortgage on the basis of \$1,000.00 per lot or \$2,500.00 per acre, whichever is greater. The agreement by the mortgagee to release property on the price basis as stated above, is restricted only in that the mortgagee trustee will not be required to release in any calendar year more property than will have a total aggregate release price value in excess of one-third (1/3) of the total purchase price of the above described property. That the mortgagee trustee further agrees to credit any release price paid to the next installment payment due.

This trust mortgage is given pursuant to a Trust Agreement dated October 27<sup>th</sup>, 1971, wherein the trustee is given power to release property for the mortgage as provided above and to disburse same and to satisfy the mortgage upon full payment thereof.

Witness:

J. Henry Philpotts  
Judith A. Ellis

C. S. Verdin, Jr.  
C. S. Verdin, Jr., Individually and  
as Trustee

Ruth V. Duncan  
Ruth V. Duncan

Frank A. Blakely  
Frank A. Blakely

Ressie Rachel M. Verdin  
Ressie Rachel M. Verdin

Lucille V. Baldwin  
Lucille V. Baldwin

This is a purchase money mortgage given to secure the payment of a portion of the purchase price of the above described property.

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 mortgagee(s) and its (his, their) (successors) Heirs and Assigns forever.

And the mortgagor(s) does (do) hereby bind his (their) Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its (his, their) (successors) Heirs and Assigns, from and against his, (their) Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said mortgagor(s), 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(s), and that in the event he (they) 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(s) to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee(s) may, at his (their) 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 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.