

(2)
continuing with the Hart line N. 30-00 W. 200 feet to a stone; thence S. 74-39 W. 2355 feet to a white oak; thence S. 31-37 W. 6316 feet to the beginning corner, and containing 1480 acres, more or less.

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This is the same property conveyed to the Mortgagor by deed of McLain Hall as Trustee and this mortgage is given to secure the balance of the purchase price.

The Mortgagor, for himself, his heirs and assigns, hereby covenants and agrees:

1. To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, excepting, however, that the doing of either or both of the following by the Mortgagor, to-wit:

- (A) The excavation and digging of and the creation of artificial lakes; or
- (B) The removal and transfer of soil, rock or muck from released portions of the mortgaged property to other property, will not constitute waste, impairment or deterioration of the mortgaged property by the Mortgagor.

2. The mortgagee has accepted this mortgage and the note it secures with the understanding that the Mortgagor will never be personally liable for the payment of any sums whatsoever by reason of the making of the note secured hereby and the within mortgage, or by reason of default in the performance by the Mortgagor of any of the terms of said note and of the within mortgage, the Mortgagee for itself and its successors and assigns, by the acceptance of this mortgage, covenants and agrees with the Mortgagor that the enforcement of the rights of the Mortgagee, his heirs and assigns, under said note and under this Mortgage is limited to the security of the real property encumbered by this mortgage for all payments under said note and this mortgage, and the Mortgagor shall never be personally liable for the payment of any sums whatsoever unto the Mortgagee, his heirs and assigns, by reason of the Mortgagor having executed said note and the within mortgage, or by reason of the failure of the Mortgagor to comply with the provisions of the various Paragraphs of this mortgage. Nothing herein contained shall be construed as prohibiting the Mortgagee, his heirs and assigns, from having any and all remedies which the law and this mortgage, and the note it secures, permit, as long as any such remedy does not include or extend to the seeking or obtaining of personal liability against the Mortgagor for the payment of said note or any payments required to be made under this mortgage.

3. The Mortgagee covenants and agrees with the Mortgagor that the Mortgagor may procure the rezoning, from time to time, of any of the property originally encumbered hereby for such use as the Mortgagor desires; and the Mortgagee shall join with the Mortgagor in the execution of such applications and instruments for the rezoning of the property as the governmental agency having jurisdiction thereof may require. Any expense involved in the rezoning of the property shall be paid for by the Mortgagor.

4. The Mortgagee covenants and agrees with the Mortgagor that the Mortgagee will, from time to time, join in plats or replats or dedications in the public interest of unreleased portions of the property encumbered hereby. The joinder by the Mortgagee in said plats or dedications in the public interest will acknowledge, in effect, that the lien of this mortgage, as to dedicated portions for public roads, parks, school sites and to granted portions for utilities and drainage easements, is subordinate and subject in all respects to the plat or plats or dedications in the public interest. The joinder by the Mortgagee in any plats or dedications in the public interest shall not be deemed or construed as rendering
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TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said mortgagee(s) his heirs, successors and Assigns. And I do hereby bind my Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) his heirs, successors and Assigns, from and against the mortgagor(s), my Heirs, Successors, Executors, Administrators, and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.