

BEGINNING at an iron pin on the northern edge of a six-foot sidewalk on Rogers Avenue at the corner of Lot No. 10, and running thence along said sidewalk on said Avenue, N 79-38 E 100 feet to an iron pin; thence N 10-17 W 150 feet to an iron pin; thence S 79-28 W 100 feet to an iron pin; thence S 10-17 E 150 feet to the point of beginning and being the same conveyed to Dennis George Bikas and Nancy D. Bikas in Deed Book 806, at page 287.

The first tract of land on Hampton Avenue above described is subject to the mortgage to First Piedmont Bank and Trust Company in the sum of \$15,871.68 recorded in Mortgage Book 1300, page 821.

The second parcel of land on Rogers Avenue is subject to a mortgage to Collateral Investment Co. in the sum of \$15,400.00 recorded in Mortgage Book 1040, at page 583, and re-recorded in Mortgage Book 1048, at page 19, and for county taxes for 1973.

The note and mortgage in this transaction is given as collateral security and in consideration for Morris Construction Company or one of its officers, endorsing a note for Dennis G. Bikas in the sum of \$9,117.35 at some banking institution; therefore, this note and mortgage may not be assigned or hypothecated and will be deemed paid in full when said endorsed note of Dennis G. Bikas to said banking institution is paid in full. The Mortgagee agrees to release the Rogers Avenue property from the lien of this mortgage upon a sale thereof and the application of the net proceeds from said sale being applied to the note endorsed at the bank of Morris Construction Company on behalf of Dennis G. Bikas.

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

MORRIS CONSTRUCTION COMPANY, it's Successors

Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, it's Successors Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, the said mortgagors, agree to insure the house and buildings on said land for not less than the face value of this mortgage 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, and that in the event we 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 to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee may, at his 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 we the said mortgagors, 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.

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