

0305

Also, I assign and set over all the rents, profits and income arising from the mortgaged premises described above.

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 Rachel S. Tarleton, her heirs and assigns forever. And I do hereby bind myself and my

heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Rachel S. Tarleton, her heirs and assigns from and against me and my heirs, executors, administrators and assigns, and all other persons lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED by and between the said parties, that the said Mortgagor his Heirs, Executors or Administrators, shall and will forthwith insure the House and Buildings on said lot and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said Rachel S. Tarleton, Executors, Administrators, or Assigns, and in case he or they shall at any time neglect or fail to do so, then the said Mortgagee her Executors, Administrators, or Assigns, may cause the same to be insured in their own name, and reimburse themselves for the premium and expenses of said insurance under the mortgage.

PROVIDED ALWAYS, NEVERTHELESS and it is true intent and meaning of the parties to these Presents, that if I the said William C. Powell do and shall well and truly pay, or cause to be paid unto the said Rachel S. Tarleton

the said debt, or sum of money aforesaid, with the interest thereon, if any shall be due according to the true intent and meaning of the said Bond and Condition thereunder written, and all sums of money provided to be paid by the mortgagor, his Heirs, Executors, Administrators or Assigns, under the covenants of this mortgage, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue. And it is agreed, by and between the said parties, that William C. Powell, his heirs and assigns, to hold and enjoy the said premises until default of payment shall be made.

And it is further agreed and covenanted between the said parties that in case the debt secured by this Mortgage or any part thereof is collected by suit or action or this Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, the said Mortgagor Heirs, Executors, Administrators or Assigns, shall be chargeable with all costs of collection, including ten per cent. of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once, which charges and fees together with all costs and expenses are hereby secured and may be recovered in any suit or action hereupon or hereunder.

4328 RV-2