

to an iron pin on the northern edge of Highbourne Drive; thence along the northern edge of Highbourne Drive north 79-03 west 164.15 feet to an iron pin; thence continuing along the northern edge of Highbourne Drive, north 73-48 west 150.0 feet to the beginning corner, and being the same property conveyed to the Grantors by Deed of Richard F. Watson, Jr. and Evelyn P. Watson, recorded February 10, 1971 in Deed Book 908, page 287, Greenville County R.M.C. Office.

MORTGAGEE'S MAILING ADDRESS:  
2501 Windy Hill Road, Marietta, GA. 30067

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 The Citizens and Southern Bank of Cobb County and assigns forever. And we do hereby bind our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said The Citizens and Southern Bank of Cobb County and assigns, from and against us and our heirs, executors, administrators and assigns, and all other persons whomsoever 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 s, their heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of ONE HUNDRED THIRTY THOUSAND and NO/100 (\$130,000.00) ----- Dollars, and assign the policy of insurance to the said The Citizens and Southern Bank of Cobb County or assigns. And in case he or they shall at any time neglect or fail so to do, then the said The Citizens and Southern Bank of Cobb County or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor s, their heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said ROGER M. SCOVIL and MARY EARLE SCOVIL do and shall well and truly pay or cause to be paid unto the said The Citizens and Southern Bank of Cobb County 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 and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said Mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

038

4328 RV.2