

For Release of R/w. See Deed Book 337 Page 41 - R/w to Duke Power Co.

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 Atlantic Joint Stock Land Bank of Raleigh, its successors or assigns forever. And the said parties of the first part hereby bind themselves and their heirs, executors, administrators or assigns, to warrant and forever defend all and singular the said premises unto said Atlantic Joint Stock Land Bank of Raleigh, its successors or assigns, from and against the said parties of the first part and their heirs, executors, administrators or assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties of these presents, that if the said parties of the first part shall well and truly pay, or cause to be paid, unto the said Atlantic Joint Stock Land Bank of Raleigh, its successors or assigns, the said debt or sum of money with interest thereon as aforesaid, and shall perform all conditions and covenants according to the true intent and meaning of said note and this mortgage, then this mortgage shall cease, determine and be utterly null and void; otherwise it shall remain in full force and effect.

1. AND IT IS COVENANTED, by and between the said parties, that the said parties of the first part, their heirs, executors, administrators or assigns will insure and keep insured, to the satisfaction of the Atlantic Joint Stock Land Bank of Raleigh, all the buildings and improvements now on said premises, the value of which was a factor in determining the amount of the loan secured hereby, against loss or damage by fire or wind storm, in such sum or sums as may be required by the Atlantic Joint Stock Land Bank of Raleigh, and in such company or companies as may be approved by the Atlantic Joint Stock Land Bank of Raleigh, its successors or assigns, the loss, if any, to be payable to Atlantic Joint Stock Land Bank of Raleigh as its interest may appear at the time of the loss, and will deliver said policy or policies of insurance to the Atlantic Joint Stock Land Bank of Raleigh, and will promptly pay when due all premiums for such insurance. In case any insured buildings or improvements on said premises are destroyed or damaged by fire or wind storm the sum or sums collected from said insurance may at the option of said parties of the first part be applied either to the payment of the note secured by this mortgage or, subject to regulations of the Federal Farm Loan Board and under the direction of said Atlantic Joint Stock Land Bank of Raleigh, to the reconstruction of the buildings or improvements so destroyed or damaged.

2. AND IT IS FURTHER COVENANTED, That the said parties of the first part shall pay, as the same becomes due, all taxes, liens, judgments, or assessments which may be lawfully assessed against the property hereby mortgaged.

3. AND IT IS FURTHER COVENANTED, that if the said parties of the first part, their heirs, executors, administrators or assigns, shall fail to procure and maintain said insurance, or if after procuring the same shall fail to pay the premium charged therefor, or shall fail to pay said taxes, liens, judgments or assessments as herein agreed, then the Atlantic Joint Stock Land Bank of Raleigh, its successors or assigns, may effect said insurance and pay the premiums thereon, as well as any unpaid premium for an insurance policy procured and deposited by the party of the first part with the party of the second part under the provisions of section one hereof, and may also pay said taxes, liens, judgments, or assessments; and the money so advanced for the payment of such insurance premiums, taxes, liens, judgments, or assessments shall be added to the mortgage debt and become a part thereof and the repayment of the same with simple interest at the rate of eight (8%) per centum per annum from date of such payment and until paid shall be secured by this mortgage, and the Atlantic Joint Stock Land Bank of Raleigh, its successors or assigns, shall be subrogated to all the rights of the party or parties to whom such payments have been made; provided, that the amount so advanced by the party of the second part to pay any such insurance premium, tax, lien, judgment or assessment shall, at the option of the party of the second part, be repaid by the party of the first part forthwith upon demand or thereafter at the time the next installment is due to be paid; and a failure to comply with the provisions of this proviso shall constitute such an immediate default in the insurance agreement under the provisions of section six hereof as will entitle the party of the second part to all the remedies therein or elsewhere herein provided.

4. AND IT IS FURTHER COVENANTED, That the said parties of the first part, their agents, tenants, heirs, executors, administrators or assigns, shall keep all buildings and improvements now on said premises, or hereafter erected thereon, in as good order and condition as they now are and will not commit or permit waste or injury to the premises to such an extent as will impair the value of the security of this loan.

5. IT IS FURTHER COVENANTED, That if the parties of the first part shall convey the property described herein in whole or in part to any one, written notice thereof shall be immediately given to the Bank with the name or names of the grantees and their Postoffice address.

6. AND IT IS FURTHER COVENANTED, That if the said parties of the first part, their heirs, executors, administrators or assigns, shall as aforesaid pay all installments as specified in the note and in this mortgage according to the terms and conditions thereof, then this mortgage shall be null and void; but if the said parties of the first part shall fail to pay any of the said installments as they become due and payable, or to perform all of the conditions and covenants as specified in the note and in this mortgage; or if default be made in the insurance agreement or in the payment of said taxes, liens, judgments or assessments, as herein provided; or if the buildings and improvements are not kept in as good repair as they now are, or if injury or waste is done or permitted which impairs the value of the security of this mortgage; or if the proceeds derived from the said note and this mortgage are used for any purpose or purposes other than herein specified, then at the option of the said Atlantic Joint Stock Land Bank of Raleigh, or its successors or assigns, the whole principal sum of said note remaining unpaid at that time, together with all accrued interest and all other sums, including all advances made for taxes, liens, judgments, or assessments, premiums for insurance and charges of any kind, shall at once become due and payable without notice, and this mortgage may forthwith be foreclosed for the whole amount of said sums, interest, costs and attorney's fees.

7. AND IT IS FURTHER COVENANTED, That in case the said debt, or any part thereof, is established by or in an action for foreclosure of this mortgage the Atlantic Joint Stock Land Bank of Raleigh, in addition to the said debt, or so much thereof as shall be unpaid may also recover of the said parties of the first part, their heirs, executors, administrators or assigns, a reasonable sum for the attorney of the Atlantic Joint Stock Land Bank of Raleigh for professional services rendered in said action, not to exceed ten per cent. of the amount then unpaid, such fee to be incorporated in the judgment of foreclosure in said action.

8. AND IT IS FURTHER COVENANTED, That as a further security for the payment of the note and all installments thereof, and for the performance of all the terms of said note and all the conditions and covenants of this mortgage, that the said parties of the first part hereby assign, set over and transfer to the Atlantic Joint Stock Land Bank of Raleigh, its successors or assigns, all of the rents and income of said mortgaged premises for each and every year that any installment or installments of the said note may be unpaid, together with all rights and remedies for enforcing collection of the same; and that, upon filing suit of foreclosure, or at any time thereafter, the Atlantic Joint Stock Land Bank of Raleigh, its successors or assigns shall be entitled to have a receiver appointed to take charge of the said mortgaged premises, together with all rents, profits, crops and proceeds arising therefrom during such litigation, and to hold the same subject to the orders and direction of the Court.

9. AND IT IS FURTHER COVENANTED, That the said parties of the first part, their heirs, executors, administrators, or assigns, shall hold and enjoy the said premises until default in payment of any of the installments as provided in said note or breach of any of the conditions and covenants of this mortgage shall be made.

10. IT IS ESPECIALLY COVENANTED, as well as represented and declared as a condition hereof, by the said parties of the first part, that when the loan secured hereby is closed there will be no outstanding and unsatisfied encumbrance of any nature against the lands herein described prior to the lien hereof.

11. IT IS EXPRESSLY MADE A COVENANT and condition hereof that in case of error in this mortgage or the note which it secures, a note and mortgage to correct the same, dated as of this date, will be promptly executed by the mortgagor.

WITNESS our hands and seals, this the 30th day of December in the year of our Lord nineteen hundred and twenty-six and in the one hundred and fifty-first year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of: W. C. Bailey, Ansel M. Hawkins, John B. Mendenhall, William Louie James

STATE OF SOUTH CAROLINA, County of Greenville

Personally appeared before me W. C. Bailey and made oath that he saw the within named John B. Mendenhall and Wm. Louie James sign, seal, and as their act and deed, deliver the within Mortgage; and that he, with Ansel M. Hawkins, witnessed the execution thereof.

Sworn to before me, this 30th day of December 1926. Ansel M. Hawkins, Notary Public for South Carolina. W. C. Bailey

STATE OF SOUTH CAROLINA, County of Greenville. RENUNCIATION OF DOWER.

I, Ansel M. Hawkins, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Minnie Looley Mendenhall the wife of the within named John B. Mendenhall and Louise Jones James, wife of the within named Wm. Louie James, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named the Atlantic Joint Stock Land Bank of Raleigh, its successors or assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 30th day of December 1926. Ansel M. Hawkins, Notary Public for South Carolina. Minnie L. Mendenhall, Louise Jones James

Recorded Dec. 30th 1926, at 12:06 o'clock, P. M.