

112 feet; and S. 32-05 W., 626.3 feet to a point under center of bridge over Maple Creek and S. 34-38 W., 41 feet to a point in Maple Creek at mouth of branch; thence along center of branch, the traverse lines being as follows: S. 70-40 E., 371.5 feet; S. 7-20 W., 73.5 feet; S. 74-23 E., 98 feet; S. 8-30 W., 33.5 feet to a point in center of branch; thence S. 54-02 W., 432.6 feet to an old stone; thence N. 36-15 W., 475.5 feet to a point in center of Maple River; thence along center of Maple River (the traverse line being S. 40-52 W., 552 feet) to a point in said Creek; thence continuing along the center of Maple Creek (the traverse line being S. 42-58 W., 377.5 feet to a point in the center of Reedy River, the point of beginning.

This mortgage is junior to other mortgages of record and is given to secure payment of the note above referred to and in lieu of an earlier mortgage held by mortgagee which was to have been subordinated in connection with a loan from Liberty Life Insurance Company.

Together with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging or in any wise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said F. C. GRIER; his-----

----- Successors and Assigns
Heirs and Assigns forever. And it does ----- do hereby bind itself----- and its / ----- ~~Heirs~~
~~Executors and Administrators~~ to warrant and forever defend all and singular the said Premises unto the said
F. C. Grier, its Successors-----

~~Heirs~~ and Assigns from and against ---it---- and its Successors, Assigns
~~Executors and Administrators~~ and any and all other person or 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 to these Presents, that if said Mortgagor___ do and shall well and truly pay or cause to be paid unto the said Mortgagee___ or order, the said debt or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said Note___; and do and perform all of the covenants and agreements herein contained, then this deed or Bargain shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

1. It is Covenanted and Agreed, by and between the parties that the said Mortgagor___, its Successors/
~~Heirs, Executors and Administrators~~ shall and will insure the house and all buildings on the said premises (if any there be) in such insurance company as may be approved by the said Mortgagee___ in a sum not less than FIFTY-TWO THOUSAND NINE HUNDRED AND NO/100 (\$52,900.00)----- DOLLARS against loss or damage by fire and against all other insurable hazards, and the same keep insured until the above mentioned debt is fully paid, and assign the policy to said Mortgagee___, and in case that it shall----- fail to do so, the said Mortgagee___, Executors, Administrators or Assigns may cause the same to be done and reimburse ----- himself----- for the premiums and expenses with interest thereon at the rate of $\frac{6}{100}$ per cent and that the same shall stand secured by this mortgage.

2. It is also Covenanted and Agreed that the said Mortgagor___ shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case ----- it----- fails so to do the said Mortgagee may cause the same to be paid and reimburse ----- himself----- therefor with interest at the rate of $\frac{6}{100}$ per cent per annum, and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Mortgagor___, agents and tenants shall keep the said premises in as good order and condition as they now are and not commit waste or cut down the timber thereon, to such an extent as to impair the value of the same as a security for the said loan or debt herein, and that the said Mortgagee___, or holder, hereof, shall be the judge as to the same as to whether it impairs the said security.

4. And it is also Covenanted and Agreed, and in case of default in payment under any of the conditions of the said Note___, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified herein before, or to do and perform any of the other Covenants and Agreements of this mortgage for the space of TEN consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said Mortgagee or the holder hereof.

5. It is also Covenanted and Agreed, that in case any action or proceeding of any kind to foreclose this mortgage is commenced or instituted by said Mortgagee or his----- Heirs, Executors, Administrators or assigns a Receiver may be appointed pending such proceedings with the usual powers in such case, to take charge of the said mortgaged premises and the rents and profits of said mortgaged premises above described, to which end the same are hereby specifically pledged to said Mortgagee___ as part of ----- his----- security. The proceeds thereof after the payment of all costs and expenses incurred in obtaining said receiver shall be applied to the payment of the said above mentioned debt.

for release of us to Duke Power Co. See Deal Book 830 Page 3