

MORTGAGEE SHALL RELEASE TO SAID MORTGAGOR THE ABOVE DESCRIBED PREMISES ACCORDING TO LAW. (5) MORTGAGOR WILL PAY THE INDEBTEDNESS HEREBY SECURED PROMPTLY AND IN FULL COMPLIANCE WITH THE TERMS OF SAID NOTE AND TIME SALES CONTRACT. (6) ANY AWARD OF DAMAGES UNDER CONDEMNATION FOR INJURY TO, OR TAKING OF, ANY PART OR ALL OF SAID PROPERTY IS HEREBY ASSIGNED TO MORTGAGEE WITH AUTHORITY TO APPLY OR RELEASE THE MONIES RECEIVED, AS ABOVE PROVIDED, FOR INSURANCE LOSS PROCEEDS. (7) MORTGAGEE SHALL BE SUBROGATED TO THE LIEN OF ANY AND ALL PRIOR ENCUMBRANCES, LIENS OR CHARGES PAID AND DISCHARGED FROM THE PROCEEDS OF THE PROMISSORY NOTE AND TIME SALES CONTRACT HEREBY SECURED, AND EVEN THOUGH SAID PRIOR LIENS HAVE BEEN RELEASED OF RECORD, THE RE-PAYMENT OF SAID INDEBTEDNESS SHALL BE SECURED BY SUCH LIENS ON THE PORTIONS OF SAID PREMISES AFFECTED THEREBY TO THE EXTENT OF SUCH PAYMENTS, RESPECTIVELY. (8) WHENEVER, BY THE TERMS OF THIS INSTRUMENT OR OF SAID NOTE AND TIME SALES CONTRACT, MORTGAGEE IS GIVEN ANY OPTION, SUCH OPTION MAY BE EXERCISED WHEN THE RIGHT ACCRUES, OR AT ANY TIME THEREAFTER, AND NO ACCEPTANCE BY MORTGAGEE OF PAYMENT OF INDEBTEDNESS IN DEFAULT SHALL CONSTITUTE A WAIVER OF ANY DEFAULT THEN EXISTING AND CONTINUING OR THEREAFTER ACCRUING. (9) NOTWITHSTANDING ANYTHING IN THIS MORTGAGE OR THE NOTE AND TIME SALES CONTRACT SECURED HEREBY TO THE CONTRARY, NEITHER THIS MORTGAGE NOR SAID NOTE AND TIME SALES CONTRACT SHALL BE DEEMED TO IMPOSE ON THE MORTGAGOR ANY OBLIGATION OF PAYMENT, EXCEPT TO THE EXTENT THAT THE SAME MAY BE LEGALLY ENFORCEABLE, AND ANY PROVISION TO THE CONTRARY SHALL BE OF NO FORCE OR EFFECT. (10) ALL MORTGAGORS SHALL BE JOINTLY AND SEVERALLY LIABLE FOR FULFILLMENT OF THEIR COVENANTS AND AGREEMENTS HEREIN CONTAINED, AND ALL PROVISIONS OF THIS MORTGAGE SHALL INURE TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, GRANTEEES, LESSEES AND ASSIGNS OF THE PARTIES HERETO, RESPECTIVELY. ANY REFERENCE IN THIS MORTGAGE TO THE SINGULAR SHALL BE CONSTRUED AS PLURAL WHERE APPROPRIATE. (11) INVALIDITY OR UNENFORCEABILITY OF ANY PROVISIONS HEREIN SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY OTHER PROVISIONS.

WITNESS THE MORTGAGOR'S HAND AND SEAL, THIS 1st DAY OF February, 1971
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: Sam Bailey Peeples Jr. (L.S.)
(1) Ralph D. Inness Jr. Margaret O. Peeples (L.S.)
(2) Dick Fulmer (L.S.)

NORTH CAROLINA } ss. PROBATE
COUNTY OF MECKLENBURG
PERSONALLY APPEARED BEFORE ME Ralph D. Inness, Jr. 1st WITNESS Margaret O. Peeples
AND MADE OATH THAT HE SAW THE WITHIN NAMED Sam Bailey Peeples, Jr. and SIGN, SEAL AND AS MORTGAGORS
MRS. (HER) NOT AND DEED DELIVER THE WITHIN WRITTEN MORTGAGE AND THAT SHE WITH Dick Fulmer
WITNESSED THE EXECUTION THEREOF. ME WITH Dick Fulmer 2ND WITNESS
SHOWN TO BEFORE ME BY 19th A.D. 1971
DAY OF May (SEAL)
NOTARY PUBLIC FOR STATE N.C. My Commission expires: 9-17-74
1st WITNESS

North CAROLINA } ss. RENUNCIATION OF DOWER
COUNTY OF Mecklenburg
I, June A. Searcy A NOTARY PUBLIC FOR NORTH CAROLINA DO HEREBY
CERTIFY UNTO ALL WHOM IT MAY CONCERN, THAT Mrs. Margaret O. Peeples THE WIFE OF THE WITHIN
NAMED Sam Bailey Peeples, Jr. 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 COMPELSION, DREAD OR FEAR OF ANY PERSON OR PERSONS
WHOMSOEVER, RENOUNCE, RELEASE, AND FOREVER RELINQUISH UNTO THE WITHIN NAMED Brick Homes, Inc.
ITS SUCCESSORS AND 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 19th A.D. 1971
DAY OF May (SEAL)
NOTARY PUBLIC FOR STATE N.C. My Commission expires: 9-17-74
Margaret O. Peeples
23,846.40
12.47 ACres,
Oaklawn Tp.
Recorded May 20, 1971 at 12:00 P. M., #27773.