

to his three children, Charles D. Ballenger, Thetis B. Rush and Martha B. Lesley, as is more particularly set forth in the Office of the Probate Judge for said County in Apt. 1093, File 9. The said Una J. Ballenger died testate on August 11, 1978, devising her interest in and to the above described property as follows: a one-third undivided interest to her daughter, Thetis B. Rush, a one-third undivided interest to her daughter, Martha B. Lesley, a one-sixth undivided interest to her daughter-in-law, Elizabeth M. Ballenger, and a one-sixth undivided interest to her grandson, David Michael Ballenger, all as is more particularly set forth in said Probate Judge's Office in Apt. 1528, File 11. This is part of the property conveyed to Riddle Bros. & West Builders, Inc., by Charles D. Ballenger, Thetis B. Rush, Martha B. Lesley, Elizabeth M. Ballenger and David Michael Ballenger by deed to be recorded forthwith in said R.M.C. Office, and the same property conveyed to the Mortgagors herein by the Mortgagee herein by deed to be recorded forthwith in said Office.

This is a Second Mortgage over the above described property. Woodruff Federal Savings and Loan Association has a First Mortgage over the above described property in the original amount of \$36,000.00 given to it by Benny Joe McAbee and Janice L. McAbee, which First Mortgage is recorded in R. E. Mtg. Book 1649 at page 682 in said R.M.C. Office.

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

Riddle Bros. & West Builders, Inc., its Successors

~~Heirs~~ and Assigns forever

And We do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said

Riddle Bros. & West Builders, Inc., its Successors

~~Heirs~~ and Assigns, from and against us and our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said Mortgagors agree to insure the house and buildings on said lot in the sum of not less than the full insurable amount ~~thereof~~, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said Mortgagee

and that in the event the mortgagors shall at any time fail to do so, then the said Mortgagee

may cause the same to be insured in Mortgagors' names ~~name~~ and reimburse itself for the premium and expense of such insurance under this mortgage.

And the said Mortgagors agree ~~to~~ to pay the said debt or sum of money, with interest thereon, according to the true intent and meaning of the said note together with all cost and expenses which the said Mortgagee shall incur or be put to, including a reasonable attorney's fee, chargeable to the above described mortgaged premises, for collecting the same by demand of attorney or by legal proceedings.

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