

This is the same property conveyed to us by deed of J. T. Chiles, and Louise Chiles Rutledge by deed of even date herewith to be recorded and this mortgage is given to secure the remaining portion of the purchase price.

It is understood that the mortgagors herein propose to subdivide the above described property in suitable building lots and that in the event the tract is cut into suitable building lots numbering not less than fifteen (15) the mortgagees agree that upon the sale of any lot they will release the lot so sold from this mortgage upon the payment to the mortgagees of Four Hundred Fifty (\$450.00) Dollars, which amount shall be applied on the reduction of the principal balance.

For Value Received, I hereby assign, transfer and set over unto J. T. Chiles all my interest in and to the within mortgage and the note secured thereby, same being without recourse on me.
Louise Chiles Rutledge

*In the presence of:
 M. J. M. M. M. M.
 J. T. Chiles*

Assignment Recorded December 7th 1951 at 9:51 A.M. #27889

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said mortgagee(s) *their* heirs, successors and Assigns. And *We* do hereby bind *ourselves and our* Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) *their* heirs, successors and Assigns, from and against the mortgagor(s), *OUR* Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.