[redacted]

This being the same property conveyed to us by E. F. Galloway and Ted S. Galloway by deed of even date, said deed to be recorded.

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 E. F. Galloway and Ted S. Galloway, their 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 E. F. Galloway and Ted S. Galloway, their Heirs and assigns, from and against us and our heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor s heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of Three Thousand & no/100 ($3,000.00) Fire and Ext.Coverage Dollars, and assign the policy of insurance to the said E. F. Galloway and Ted S. Galloway, their Heirs or assigns. And in case he or they shall at any time neglect or fail so to do, then the said E. F. Galloway and Ted S. Galloway, their Heirs or assigns, may cause the same to be insured in their own name, and reimburse themselves for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor s or their heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said R. D. Floyd and Dorothy Holcombe Floyd do and shall well and truly pay, or cause to be paid unto the said E. F. Galloway and Ted S. Galloway the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said promissory note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.