

at the joint rear corner of said lots nos. 4 and 5, thence with the joint property line of said two lots S.10-21 E.182.7 feet to the beginning point. Bounded on the North by the E. A. Wood Subdivision, on East by lands now or formerly owned by W. O. Lee, on South by Buncombe Street, and on West by said lot no. 5. See deed of W. O. Lee to Marion E. Wooten dated March 7th, 1959, which deed has been recorded in said office in Deed Book 619, page 12, This being the same property which was conveyed to mortgagor herein by mortgagee herein by deed dated this date, which deed will be recorded forthwith in the said office. For a more particular description see the aforesaid plat.

This is a purchase money mortgage.

This is a second mortgage over the above described property. The Woodruff Federal Savings and Loan Association has the first mortgage which was given to it by Marion E. Wooten dated March 9, 1959 in the original sum of \$4,000.00 and which mortgage has been recorded in the said R. M. C. Office in Real Estate Mortgage Book 778, page 480.

RECORDED IN DEED BOOK 846 PAGE 28

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

Marion E. Wooten, his

Heirs and Assigns forever

And I do hereby bind myself and my

Heirs, Executors and

Administrators to warrant and forever defend all and singular the said premises unto the said

Marion E. Wooten, his

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

And the said agree to insure the house and buildings on said lot in the sum of not less than Dollars, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said

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

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

And the said Charles Love agrees 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 Marion E. Wooten 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.