

side of Prescott Street, said point being 36.5 feet South of the joint front corner of Lots 45 and 46; thence with the Western side of Prescott Street S 22-19 W 36.5 feet to the point of beginning.

THIS deed is executed subject to existing and recorded restrictions and rights-of-way.

This is a second mortgage and is junior to one held by New York Life Insurance Company.

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

William R. Timmons, Jr. his

Heirs and Assigns forever.

And we do hereby bind ourselves & our ~~Heirs~~ <sup>SUCCESSORS</sup> Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his ~~Heirs~~ <sup>SUCCESSORS</sup> and Assigns, from and against us, our ~~Heirs~~ <sup>SUCCESSORS</sup> Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, the said mortgagor, agree to insure the house and buildings on said land for not less than Five Thousand, Five Hundred Twenty-Eight and 84/100 Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event we shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee may, at his option, declare the full amount of this mortgage due and payable.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said mortgagor, do and shall well and truly pay, or cause to be paid unto the said mortgagee 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 note, then this deed of bargain and sale shall cease, determine, and be utterly null and void, otherwise to remain in full force and virtue.