

and assigns, shall have full rights to the use of said 25 foot easement subject to the aforementioned easement for ingress and egress. Bess K. Isham, her heirs and assigns, are also granted a non-exclusive easement for ingress and egress along the 50 foot strip of land running along the northern side property line of the above described property. Said easement having been reserved by Carlos F. Lindsey in deed to Crown Duke Apts; (2) The front setback building line for the buildings facing White Horse Road to be 115 feet from the rear of the lot; (3) No building to be nearer than 15 feet to the proposed street right-of-way along the northern edge of the lot.

This property is subject to a 17.5 foot easement or right-of-way along the front portion and parallel to the front property line for sanitary sewer as shown on the recorded plat mentioned above.

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 Carlos F. Lindsey

Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us, our Heirs, 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 the face amount of this mortgage 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.