Dis Mortgage Assigned to Consolidated Mtg. + Invest. corp. 3/ day of Sla. 1964. Assignment recorded For Consolidated in Vol. 1224 of R. E. Mortgages on Page 38/

800K 959 PAGE 294

This being the lot conveyed to John Irvin Smith by deed of William Harold Neal and Jessie Mae Neal by deed dated July 23, 1964, recorded with this instrument. August 20,

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 Family Mortgage and assigns forever. And do hereby bind we. Company, its successors heirs, executors, and administrators, to warrant and forever defend all and ourselves and our singular the said premises unto the said Family Mortgage Company, its successors us and our heirs. and assigns, from and against 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 mortgagors and building on said lot, and keep heirs, executors or administrators, shall and will forthwith insure the house the same insured from loss or damage by fire in the same coxof an amount equal to the value of the property XIXAIXAX, and assign the policy of insurance to

the said or assigns. And in Family Mortgage Company, its successors case he or they shall at any time neglect or fail so to do, then the said Family Mortgage Company or assigns, may cause the same to be its successors for the premium itself insured in its own name, and reimburse 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

AND IT IS FURTHER AGREED, That said Mortgagor & 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 the said We John Irvin Smith and Linda Gale Smith

do and shall well and truly pay or cause to be paid unto the said Family Mortgage Company

the said debt or sum of money aforesaid, with interest and condition thereon, if any shall be due, according to the true intent and meaning of the said note. 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.