

Page 2.

the said Oscar H. Wilber and Lisette W. Wilber, their heirs and assigns forever. And I do hereby bind myself, my Heirs, executors and administrators to warrant and forever defend all and singular the said Premises unto the said Oscar H. Wilber and Lisette W. Wilber their Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof. And the said mortgagor agree to insure the house and buildings on said lot in a sum not less than Eight Hundred Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagees may cause the same to be insured in H. A. Nuckolls name and reimburse mortgagees for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, H. A. Nuckolls hereby assigns the rents and profits of the above described premises to said mortgagees, or their Heirs, Executors, Administrators or Assigns and agrees that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying cost of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

Provided always, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if I the said mortgagor, do and shall well and truly Pay or cause to be paid unto the said mortgagees the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of said notes, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

And It is agreed by and between the said parties that said mortgagor H. A. Nuckolls to hold and enjoy the said Premises until default of payment shall be made.

Witness our hands and seals this 6th day of October in the year of Lord one thousand nine hundred and thirty, in the one hundred and fifty fourth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Clinton Staton.

H. A. Nuckolls. (L.S.)

E. McQueen Salley. M. D.

The State of North Carolina.

Polk County.

Mortgage of Real Estate.

Personally appeared before me Clinton Staton, and made oath that he saw the within named H. A. Nuckolls, sign, seal and as his act and deed deliver the within written deed, and that he with E. McQueen Salley witnessed the execution thereof.

Sworn to before me this 6 day of
Oct. A. D. 1930.

Clinton Staton.

Walter Thompson,

Notary Public for North Carolina.

My commission expires 3-1-32

(OVER)