

Street as hereinabove described.

The above described property is the same conveyed to us by J. D. Miller by deed bearing date of August 17, 1948, and this mortgage is subject to the restrictions contained in the deed of the First National Bank, Administrator C. T. A. of the John B. Marshall Estate to Ike Staton by deed recorded in Deed Book 226, Page 363.

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 mortgagee , and

his Heirs and Assigns forever. And we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee and his

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

And the said mortgagor s agree to insure the house and buildings on said lot in a sum not less than

Four Thousand (\$4000.00) 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 mortgagors shall at any time fail to do so, then the said mortgagee may cause the same to be insured in

his name and reimburse himself for the premium and expense of such insurance under this mortgage, with interest, or may proceed to foreclose as though this mortgage were past due.