The portion of said described property shown as Lot No. 36 on said plat, is the same conveyed to me by Janie Abraham Henderson, formerly Janie Abraham, by deed dated Nov. 24, 1943, recorded in Vol. 258 at page 310; and the said portion of said described property referred to as a small northwestern portion of Lot No. 37, is the same conveyed to me by Lillie McDaniel by deed dated September 10, 1952, to be recorded in said R. M. C. office along with this mortgage.

This is a first mortgage over the above described property and there are no other mortgages, judgments, nor other liens or encumbrances over or against same prior to this mortgage.

There is located on the above described property a frame

residential building and other improvements.

It is understood and agreed that the failure of the mortgagor to pay any installment of taxes, public assessments or insurance premiums, when due, shall constitute a default, and that the mortgages may, at their option, foreclose this mortgage or pay said items and add the same so paid, to the principal amount of the debt, and

they shall bear interest at the same rate.

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 Oscar Hodges, Jr., and Sara S. Hodges, 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 Hodges, Jr., and Sara S. Hodges, their

Heirs and Assigns, from and against myself and my

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