

- (2) That no filling station, tourist camp, trailer camp, or public dance hall shall be constructed on said property.
- (3) That no dwelling shall be erected upon said lots that shall cost less than \$10,000.00 nor shall any house be erected nearer than 100 feet to the right-of-way of U. S. Highway No. 29.

This is a purchase money mortgage.

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 J. T. Black,
 his 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 J. T. Black,
 his heirs and assigns, from and against me and my heirs,
 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 mortgagor
 heirs, executors or administrators, shall and will forthwith insure the house and building on said lot,
 and keep the same insured from loss or damage by fire in the sum of
 Dollars, and assign the policy of insurance to
 the said or assigns. And in
 case he or they shall at any time neglect or fail so to do, then the said
 or assigns, may cause the same to be
 insured in own name, and reimburse for the premium
 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 at once.

AND IT IS FURTHER AGREED, That said Mortgagor, her 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 Dorothy E. Rider
 do and shall well and truly pay, or cause to be paid unto the said J. T. Black
 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 and condition
 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.