

and having the following bounds, to-wit:

BEGINNING at point at joint front corner of lots 3 and 4 on Caldwell Street and running thence along common line of said lots, N. 42-52E. 129.56 feet to a point; thence N. 47-08 W. 75 feet to a point; thence along the common line of lots 4 and 5, S. 42-52 W. 129.56 feet to point on Eastern side of Caldwell Street; thence with Caldwell Street, S. 41-08 E. 75 feet to point of the beginning.

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 W. E. Caldwell 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 W. E. Caldwell his heirs and assigns, from and against us and our 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 mortgagors, their 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 Nine Thousand Six Hundred and No/100, (49,600.00) - - - - Dollars, and assign the policy of insurance to the said W. E. Caldwell, his heirs or assigns. And in case he or they shall at any time neglect or fail so to do, then the said W. E. Caldwell his heirs or assigns, may cause the same to be insured in his own name, and reimburse himself 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 Mortgagors 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 we the said Dan H. McKinney and Nannie B. McKinney do and shall well and truly pay, or cause to be paid unto the said W. E. Caldwell 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 note 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.