

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 **Paul H. Moore and Euphemia S. Moore, their** Heirs and Assigns forever.

And I or we do hereby bind **ourselves, our** Heirs, Executors and Administrators, to warrant and forever defend all and singular the premises unto the said **Paul H. Moore and Euphemia S. Moore, their** Heirs and Assigns, from and against **ourselves, our** Heirs, Executors, Administrators and Assigns, and all other persons whomsoever, lawfully claiming, or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if I or we, the said **Billy Earl Stewart and Anna Stewart**

do and shall well and truly pay, or cause to be paid unto the said **Paul H. Moore and Euphemia S. Moore** 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 or Bond, and Conditions thereunder written, 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 I or we, the said mortgagor, shall hold and enjoy the said Premises until default of payment or breach of the conditions hereof shall be made.

And the mortgagor shall and will pay all taxes or assessments, State, County or Municipal, as levied, assessed or charged against the property hereby mortgaged, as soon as the same shall become due and payable, or upon failure so to do, all such taxes, assessments, costs or penalties may be paid by the mortgagee, and same shall be secured by this mortgage, and the failure of the mortgagor to pay the same when due shall be a breach of the condition of this mortgage, and the note or bond which it secures.

AND IT IS AGREED, that should legal or foreclosure proceedings be begun for the collection of any indebtedness hereby secured, the said mortgagee, his heirs, executors, administrators, or assigns, shall have the right to have a Receiver appointed to take charge of and collect the rents and profits of the within described premises, with the usual powers and duties of receivers, and the expenses thereof shall be secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor **their** Heirs, Executors, Administrators, or Assigns shall and will forthwith insure the house and buildings on the said lot, in an amount 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, his Executors, Administrators, or Assigns; and in case he or they shall at any time neglect or fail so to do, then the said Mortgagee, his Executors, Administrators, or assigns, may cause the same to be insured in his own name, and reimburse himself for the premium and expense of such insurance under the mortgage.

WITNESS our *Hand and Seal* this **5th** day of **June** in the year of our Lord **one thousand nine hundred and fifty-eight** and in the one hundred and **eightysecond** year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED }
 IN THE PRESENCE OF }
Jean L. Hutson } *Billy Earl Stewart* L. S.
William B. [unclear] } *Anna Stewart* L. S.