

11/14/55 014-1-11 51

Nos. 44 through 48; Stone Lake Heights, Section 2, prepared by Piedmont Engineering Service in January, 1955, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western edge of Lake Forest Drive, the joint front corners of Lots 47 and 48, and running thence along the joint line of said lots N. 78-48 W. 194.3 feet to a point on the margin of Stone Lake, said point being witnessed by an iron pin 5 feet back on line; thence along the margin of Stone Lake, following the meanders thereof, a traverse line of which is N. 5-10 E. 121.8 feet to a point on the margin of said lake, the joint rear corners of Lots 46 and 47; thence continuing along the margin of Stone Lake, following the meanders thereof, a traverse line of which is N. 1-54 E. 108.4 feet to a point on the margin of said lake, the joint rear corners of Lots 45 and 46, said point being witnessed by an iron pin 3.5 feet back on line; thence along the joint line of Lots 45 and 46, S. 75-34 E. 240.3 feet to an iron pin on the western edge of Lake Forest Drive, the joint front corners of said lots; thence along the western edge of Lake Forest Drive, S. 16-41 W. 110 feet to an iron pin at the joint front corner of Lots 46 and 47; thence continuing along the western edge of Lake Forest Drive, S. 12-21 W. 110 feet to an iron pin, the beginning corner.

Together with all rights and privileges in and to the bed and waters of Stone Lake as are accorded by law to a riparian owner, including, without being limited to, the right and privilege, as appurtenant to said lot, to go upon and use the waters of said lake for the purpose of engaging in normal aquatic sports such as boating, fishing, and swimming, and the further right to construct and maintain a dock or landing which does not extend farther than 15 feet from the waters edge and is so located as not to interfere with the reasonable use of Stone Lake by any other riparian owner.

This mortgage is a first lien as to the property described above.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anyway incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said mortgagee(s) ITS WIFE, successors and Assigns. And I do hereby bind myself, my Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) ITS WIFE, successors and Assigns, from and against the mortgagor(s), HIS Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.