

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG) PROBATE

Presonally appeared before me Rhesa H. Purnell and made oath that he saw the within R. Reid Tull, Secretary of Botany Woods, Inc. sign, seal and as his act and deed deliver the within mortgage and that he with

Tom Long witnessed the execution thereof.

SWORN to before me this 26th day of February, 1963.

Rhesa H. Purnell

Rhesa H. Purnell (SEAL)
Notary Public for ~~South~~ Carolina
NORTH

Probate Recorded March 4th, 1963, at 11:48 A.M. # 22216

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

Heirs and Assigns forever.

And do hereby bind Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, Heirs and Assigns, from and against Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And, the said mortgagor--, agree to insure the house and buildings on said land for not less than Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee may, at his option, declare the full amount of this mortgage due and payable.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor--, do and shall well and truly pay, or cause to be paid unto the said mortgagee 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, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.