

located at the Northeast corner of the lot which mortgagor herein conveyed to Duke Power Company by deed recorded in said office in Deed Book 685, page 99, thence with the Northernly property line of the said Duke Power Company lot N. 07-15 W. 241.9 feet to an Iron Pin on the East side of the Gilreath Mill Road, thence with the East side of the Gilreath Mill Road N. 14-02 W. 40.2 feet to the beginning point. This being the same property which was conveyed to mortgagor herein by Marie M. Strange by two deeds recorded respectively in said office on January 8, 1951 and August 15, 1960, LESS so much of said property which was conveyed by mortgagor herein to Duke Power Company by deed recorded in said office in Deed Book 685, page 99.

This is a second mortgage over the above described property. Mortgagee herein holds the first mortgage which was given to it by mortgagor herein dated Aug. 16, 1960 in the original sum of \$10,000.00 and which mortgage has been recorded in the said office in R. E. Mtg. Book 833, page 363.

TOGETHER with all and singular the Rights, Members, Héreditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors and assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors and assigns, from and against me and my

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And I do hereby agree to insure the house and buildings now or hereafter erected on said lot in a sum not less than FIFTY-NINE HUNDRED (\$ 5,900.00 ) Dollars fire insurance

and not less than FIFTY-NINE HUNDRED (\$ 5,900.00 ) Dollars tornado insurance, in a company or companies acceptable to the mortgagee, and to keep same insured from loss or damage by fire or windstorm, and do hereby assign said policy or policies of insurance to the said mortgagee,

its successors and assigns; and in the event I should at any time fail to insure said premises, or pay the premiums thereon, then the said mortgagee, its successors and assigns, may cause the buildings to be insured

in my name, and reimburse itself for the premiums and expense of such insurance under this mortgage, with interest.

And I do hereby agree to pay all taxes and other public assessments against this property on or before the first day of January of each calendar year, and to exhibit the tax receipts at the offices of the WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, immediately upon payment, until all amounts

due under this mortgage have been paid in full, and should I fail to pay said taxes and other governmental assessments, the mortgagee may, at its option, pay same and charge the amount so paid to the mortgage debt, and collect same under this mortgage, with interest.

And it is hereby agreed as a part of the consideration for the loan herein secured, that the mortgagor shall keep the premises herein described in good repair, and should I fail to do so, the mortgagee, its successors or assigns, may enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt and collect same under this mortgage, with interest.

And I do hereby assign, set over and transfer unto the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors and assigns, all the rents and profits accruing from the premises hereinabove described, retaining, however, the right to collect said rents so long as the payments herein set out are not more than thirty days in arrears, but if at any time any part of said debt, interest, fire insurance premiums or taxes, shall be past due and unpaid, said mortgagee may (provided the premises herein described are occupied by a tenant or tenants), without further proceedings, take over the property herein described, and collect said rents and profits and apply same to the payment of taxes, fire insurance, interest, and principal, without liability to account for anything more than the rents and profits actually collected, less the costs of collection; and should said premises be occupied by the mortgagor herein, and the payments hereinabove set out

become past due and unpaid, then I do hereby agree that said mortgagee, its successors and assigns, may apply to any Judge of the Circuit Court of said State, at Chambers or otherwise, for the appointment of a Receiver, with authority to take charge of the mortgaged premises, designate a reasonable rental, and collect same and apply the net proceeds thereof (after paying costs of collection) upon said debt, interests, taxes and fire insurance, without liability to account for anything more than the rents and profits actually collected.

PROVIDED, ALWAYS, nevertheless, and on this EXPRESS CONDITION, that if I the said mortgagor, my heirs, or legal representatives, shall on or before the first day of each and every month, from and after the date of these presents, pay or cause to be paid to the WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors or assigns, the monthly installments, as set out herein,