

5. That Mortgagor (i) will not remove or demolish or alter the design or structural character of any building now or hereafter erected upon the premises unless Mortgagee shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove or suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Mortgagee's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.

6. If at any time any part of said sums hereby secured be past due and unpaid the Mortgagor hereby assigns the rents and profits of the above described premises to said Mortgagee, or its successors or assigns, and agrees that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, apply the net proceeds thereof (after paying costs of collection) upon said debt, interests, costs and expenses without liability to account for anything more than the rents and the profits actually collected.

7. If default be made in the payment of any installment of said or any part thereof when due, or in the performance of any of Mortgagor's obligations, covenants or agreements hereunder, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Mortgagee, without notice or demand which are hereby expressly waived, and this mortgage may be foreclosed.

8. In case the indebtedness secured hereby or any part thereof is collected by suit or action or this mortgage is foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, Mortgagor shall be chargeable with all costs and expenses, including reasonable attorney's fees, which shall be immediately due and payable and added to the mortgage indebtedness and secured hereby.

9. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does 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 effect.

AND IT IS AGREED, by and between the said parties, that the Mortgagor is to hold and enjoy said premises until default of payment shall be made.

This Mortgage shall insure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS THE MORTGAGOR'S hand and seal, this 29th day of April, 1969.

Signed, sealed and delivered in the presence of:

X George T. Davis (L. S.)

X Neomia Davis (L. S.)

(1) Virginia D. Hilderbrand (L. S.)

(2) Dick Fulmer (L. S.)

NORTH CAROLINA } STATE OF NORTH CAROLINA } COUNTY OF MECKLENBURG }

PROBATE

PERSONALLY APPEARED BEFORE ME Virginia D. Hilderbrand 1st Witness

and made oath that she saw the within named George T. Davis and Neomia Davis sign, seal and as Purchaser

Witness the execution thereof. She with Dick Fulmer 2nd Witness

shown to before me, this 25th day of September, A. D. 1969. (SEAL) X Virginia D. Hilderbrand 1st Witness

Notary Public for N.C. My Commission expires Sept. 17, 1974

NORTH CAROLINA } STATE OF NORTH CAROLINA } COUNTY OF MECKLENBURG }

RENUNCIATION OF DOWER

I, June A. Sears, a Notary Public for North Carolina do hereby

certify unto all whom it may concern, that Mrs. Neomia Davis the wife of the within named George T. Davis did this day appear before me, and upon being privately and separately examined by me,

did declare, that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, hold forever relinquish unto the within named Brick Homes, Inc.

its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Give under my hand and seal this 25th day of September, A. D. 1969. (SEAL) X Neomia Davis

Notary Public for N.C. My Commission expires: Sept. 17, 1974

Recorded Sept. 26, 1969 at 10:00 A. M., #7449.

By DRF Re 305 202