



running thence S. 21-0 W., 155.76 feet to a Poplar tree on a branch; running thence with the branch as the line in a southerly direction, 643.5 feet; more or less to a Maple tree; thence continuing with the branch as the line 171.6 feet to a point in the line of property, now or formerly of R. Mays Cleveland, et al; running thence with that line, S. 29- $\frac{1}{4}$ E., 1,194.6 feet to a Black Gum on a creek; running thence with the creek as the line along property of Cleveland and Bates 1,850 feet, more or less, to a point in the center of Pumpkintown Road, point of beginning.

R E L E A S E

It is specifically understood that this property is being purchased for development and the Mortgagee herein agrees to release lots and/or tracts as shown on an overall development plan for a consideration of Three Hundred Seventy-five and No/100 (\$375.00) Dollars per acre to be released. It is expressly understood that such release or releases will in no wise effect the security as pertaining to the remainder of the property herein described.

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 mortgagee(s) and its (his, their) (successors) Heirs and Assigns forever.

And the mortgagor(s) does (do) hereby bind his (their) Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its (his, their) (successors) Heirs and Assigns, from and against his, (their) Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said mortgagor(s), agree to insure the house and buildings on said land for not less than the value thereof 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(s), and that in the event he (they) 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(s) to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee(s) may, at his (their) 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(s), 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.