By the acceptance of the within mortgage, the Mortgagee agrees that he will release from the lien of the within instrument such of the above described property as the Mortgagor desires upon payment to the Mortgagee of a sum equal to \$5,000.00 per acre of the property sought to be released and the Mortgagee further agrees that he will execute such instruments as are necessary to release said property from the line of the within instrument. The Mortgagor agrees that in the event that any of the above described property is released from the lien of the within instrument that he will execute and deliver to the Mortgagee certain easements running with the land for the benefit of the portion of the above described property which remains subject to the within mortgage lien, such easements being to connect with any right-of-way for roads, utilities, or other systems which may be developed and placed upon the above described property and subsequently not subject to the within mortgage lien.

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TOCETHER 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

Roy C. Cunningham, his

Heirs and Assigns forever.

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

And I , 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 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 I 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 mortgager 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 I 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.

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