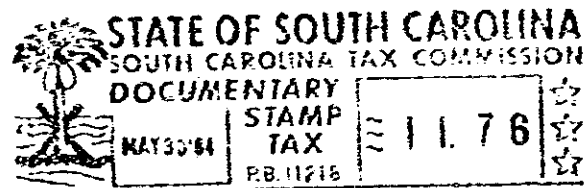


Subject to any easements, rights-of-way and restrictions, if any, of record relating to said lot.

It is agreed that the above indebtedness shall not be transferred or assumed by any third party without the written approval of the Mortgagee. It is further agreed that the property shall not be sold to any third party without being first offered to the Mortgagee at a price not to exceed \$32,000.00. vol. 1665 page 63

This is the same property conveyed unto Kevin A. Mullen and Frances P. Mullen by deed of Evelyn Rodgers Brannon dated September 21, 1982 and deed of an undivided one-half ($\frac{1}{2}$) interest to the mortgagor by Kevin A. Mullen, the same to be recorded herewith, in Book 1213 Page 646. Deed of 9/21/82 is recorded in Deed Book 1174 at Page 919.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

4. TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

4.000 The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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