

STATE OF TEXAS)
COUNTY OF) PROBATE

PERSONALLY appeared before me F. JAMES G. WARD and made oath that he saw Thomas W. Vehorn sign, seal and as his act and deed deliver the within written deed, and that he, with CHARLES D. BROWN witnessed the execution thereof.

SWORN to before me this the 3rd day of April, 1953.

James G. Ward

(SEAL)
Notary Public for Texas EARL R. SPARKS
Notary Public, Bexar County, Texas
My Commission expires: June, 1953

Probate Recorded April 21st, 1953, at 11:05 A.M. #9031

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 Premises before mentioned unto the said **FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE**, its successors and assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said **FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE**, its successors and assigns, from and against us and our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And it is hereby agreed that the mortgagor shall insure his life in the amount of \$....., and assign said policy to the mortgagee, its successors or assigns, and does hereby expressly authorize the mortgagee to advance premiums upon said policy or policies annually and to add such premiums advanced to the balance due on this mortgage, and the mortgagor agrees to repay said premiums in twelve equal monthly instalments in addition to the monthly payments herein above set out with interest at the same rate as provided in this mortgage.

And we do hereby agree to insure the house and buildings on said lot in a sum not less than Twenty-Six Hundred and No/100 - - - - - (\$ 2600.00) Dollars fire insurance and not less than Twenty-Six Hundred and No/100 - - - - - (\$ 2600.00) Dollars extended coverage 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 we 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 our name, and reimburse itself for the premiums and expense of such insurance under this mortgage, with interest.

And we 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 **FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE**, immediately upon payment, until all amounts due under this mortgage, have been paid in full, and should we fail to pay said taxes and other governmental assessments, the mortgagee may, at its option, pay same and charge the amounts so paid to the mortgage debt, and collect same under this mortgage, with interest, in twelve equal monthly instalments in addition to regular monthly payments.

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 we 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, in twelve equal monthly instalments in addition to regular monthly payments.

And it is further agreed that we shall not further encumber the premises hereinabove described, nor alienate said premises by way of mortgage or deed of conveyance without consent of the said Association, and should we do so said Association may, at its option, declare the debt due hereunder at once due and payable, and may institute any proceedings necessary to collect said debt.

And we do hereby assign, set over and transfer unto the said **FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE**, 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 we 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