

1185 MAR 133

DEED 69/100

TO HAVE AND TO HOLD... with all the rights, privileges, members and appurtenances thereto... to the said Lender, its successors and assigns...

TO HAVE AND TO HOLD all and singular the said lands and premises unto Lender, its successors and assigns with all the rights, privileges, members and appurtenances thereto...

BEING at a point in line of property of D.W. Burdette which point is located S. 21-27 E. 207 feet from iron pin in Burdette Road and running thence with line of property of grantor herein N. 20-48 W. 486.2 feet (this line could be N. 19-19W 515.6 feet) to an iron pin on the southerly side of dirt road; thence with the southerly side of said dirt road S. 72-39 E. 87.9 feet to an iron pin; thence continuing with the edge of said road S. 24-22 E. 21.4 feet to an iron pin; thence with line of property of Cecil Fowler S. 3-19 E. 100 feet to an iron pin; thence continuing with Fowler line S. 70-47 E. 114 feet to an iron pin; thence continuing with Fowler line S. 81-52 E. 168.5 feet to an iron pin in line of property of Sheppard; thence with Sheppard line S. 2-32 W. 253 feet to a stone and old iron pin; thence with line of property of D.W. Burdette N. 84-59 W. 229.5 feet to the beginning corner containing 2.18 acres, more or less, and being the remaining portion of the same property conveyed to the grantor herein by deed recorded in Deed Volume 903 at Page 104.

THIS conveyance is made subject to any restrictive covenants, building set-back lines, rights-of-way and easements which may effect the above described property.

A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower to Lender shall at the option of Lender constitute a default under any and so many of all instruments executed by Borrower to Lender. TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining. TO HAVE AND TO HOLD all and singular the said lands and premises unto Lender, its successors and assigns with all the rights, privileges, members and appurtenances thereto belonging or in any wise appertaining. UNDERSIGNED hereby binds himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto Lender, its successors and assigns, from and against Undersigned, his heirs, executors, administrators and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof. PROVIDED ALWAYS, NEVERTHELESS, that if Borrower shall pay unto Lender, its successors or assigns, the aforesaid indebtedness and all interest and other sums secured by this or any other instrument executed by Borrower as security to the aforesaid indebtedness and shall perform all of the terms, covenants, conditions, agreements, representations and obligations contained in all mortgages executed by Borrower to Lender according to the true intent of said mortgages, all of the terms, covenants, conditions, agreements, representations and obligations of which are made a part hereof to the same extent as if set forth in extenso herein, then this instrument shall cease, determine and be null and void; otherwise it shall remain in full force and effect. It is understood and agreed that all advances heretofore, now and hereafter made by Lender to Borrower, and all indebtedness now and hereafter owed by Borrower to Lender, and any other present or future indebtedness or liability of Borrower to Lender, whether as principal debtor, surety, guarantor, endorser or otherwise, will be secured by this instrument until it is satisfied of record. It is further understood and agreed that Lender, at the written request of Borrower, will satisfy this mortgage whenever: (1) Borrower owes no indebtedness to Lender, (2) Borrower has no liability to Lender, and (3) Lender has not agreed to make any further advance or advances to Borrower. This agreement shall inure to the benefit of Lender, its successors and assigns, and any successor, or assign of Lender may make advances hereunder, and all such advances and all other indebtedness of Borrower to such successor or assign shall be secured hereby. The word "Lender" shall be construed to include the Lender herein, its successors and assigns.

EXECUTED, SEALED, AND DELIVERED, this the 30th day of March, 1971.

Signed, Sealed and Delivered in the presence of: W.R. Taylor, Louise Trammell

Edward L. Hovey, Mildred Carole Hovey