

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 Magnolia Fortner, her

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 Magnolia Fortner, her

Heirs, Executors, Administrators and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said Mortgagor agree to insure the house and buildings on said lot in a sum not less than X

Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to said Mortgagee, and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in X name and reimburse X

for the premium and expenses of such insurance under this mortgage, with interest

And if at any time any part of said debt, or interest thereon, be past due and unpaid, X

hereby assign the rents and profits of the above described premises to said mortgagee, or X Heirs, Executors, Administrators or Assigns and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying cost of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if X, 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 be due, according to the true intent and meaning of 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.

AND IT IS AGREED by and between the said parties that said mortgagor X to hold and enjoy the said Premises until default of payment shall be made.

WITNESS my hand and seal, this 20th day of November

in the year of our Lord one thousand, nine hundred and thirty three

in the one hundred and fifty seventh year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of

W. C. Woods,

Leslie Hinsted

G. C. Fortner (L. S.)

Mrs. Alma Fortner (L. S.)

(L. S.)

(L. S.)

THE STATE OF North CAROLINA }
Buncombe }
~~Catawba~~ }
County }

MORTGAGE OF REAL ESTATE

PERSONALLY appeared before me Leslie Hinsted and made oath

that he saw the within named G. C. Fortner,

sign, seal and as his act and deed deliver the within written deed, and that he with

W. C. Woods, witnessed the execution thereof.

SWORN TO before me this 20th day

of November, A. D., 1933

W. C. Woods, North (L. S.)

Notary Public for ~~South~~ Carolina.

My commission expires Sept. 12, 1934.



THE STATE OF North CAROLINA }
Buncombe }
~~Catawba~~ }
County }

RENUNCIATION OF DOWER

I, W. C. Woods, do hereby certify unto

all whom it may concern that Mrs. Alma Fortner, the wife of the

within named G. C. Fortner, did this day appear before

me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any

person or persons whomsoever, renounce, release and forever relinquish unto the within named Magnolia Fortner, X.

Heirs and Assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the Premises within mentioned and released.

Given under my hand and seal, this 20th

day of November, A. D., 19 33 Mrs. Alma Fortner

W. C. Woods, (L. S.)

Notary Public for ~~South~~ Carolina.

North My commission expires Sept. 12, 1934.

Recorded December 6th, 1933, at 3:50 o'clock P. M.

