

N. 37-56 E. 365 feet along A.L. Harbin line, to iron pin, Spencer corner; thence S. 17-30 E. 200 feet along Spencer line to the point of beginning on Butler Springs Road; and containing 94/100 of an acre, more or less. Being the same premises conveyed to the mortgagor herein by Perry P. Harbin.

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 Mortgagee and his successors, heirs and assigns forever.

And the Mortgagor does hereby bind himself and his successors, heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Mortgagee and his successors, heirs, and assigns, from and against the Mortgagor and his successors, heirs and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

And the Mortgagor hereby agrees to pay all taxes and assessments on said premises and insure the buildings thereon, and to keep the same adequately insured against loss or damage by fire until the debt hereby secured shall have been paid, in a sum not less than four thousand five hundred Dollars, (\$ 4,500.00), with loss, if any, payable to the Mortgagee, as his interest may appear, and that if the Mortgagor shall fail to do so, the Mortgagee, his successors, heirs, executors, administrators or assigns, may pay such taxes and assessments and may cause the said property to be insured, and the money expended for the payment of such taxes, assessments, or insurance premiums, with interest thereon at the rate hereinbefore specified, shall be added to and be a part of the debt hereby secured; and the Mortgagor further agrees that this mortgage shall constitute and be a lien on any insurance money that shall be paid or payable to him, his successors, heirs, executors, administrators or assigns, for loss or damage to said property.

And the Mortgagor further covenants and agrees that if any part of the aforesaid principal or interest shall not be paid when the same shall be due, or if any part of the security for the aforesaid debt shall be lost or destroyed or the value thereof impaired, weakened or diminished, or if he shall fail to pay all taxes and assessments on said premises or shall fail to insure the buildings thereon and to keep the same adequately insured as herein required, or if he shall fail to keep and perform the covenants of this mortgage and the instrument evidencing the debt hereby secured, then the entire amount of both principal and interest shall, at the option of the Mortgagee, immediately become and be due, payable and collectible.

And, in order to further secure the payment of the said debt, the Mortgagor does hereby assign, set over, transfer and pledge unto the Mortgagee and his successors, heirs, executors, administrators and assigns, all the crops, incomes, rents, issues and profits on, of or from the premises hereinbefore described, that shall not have been received, used or pledged by the Mortgagor before the commencement of an action to foreclose this mortgage, after breach of any condition thereof; and the Mortgagor hereby agrees that, upon the commencement of such action, the Mortgagee, his successors, heirs, executors, administrators or assigns, shall have the right to procure the appointment of a receiver to take possession and control of said premises and receive and dispose of said crops, incomes, rents, issues and profits under the order and direction of the Court.

Provided, however, and it is the true intent and meaning of the parties to these presents, that if the Mortgagor shall well and truly pay or cause to be paid to the Mortgagee, his certain attorneys, executors, administrators, successors or assigns, the aforesaid debt with interest, costs, expenses, disbursements and attorney's fees, as aforesaid, and shall fully and faithfully keep and perform the covenants of this mortgage, and the instrument hereby secured, then this deed of bargain and sale shall cease and be utterly null and void; otherwise, it shall remain in full force and virtue.

And each and every subscriber hereto does hereby agree that words herein importing the singular number shall be so construed as to include the plural number and words herein importing the masculine gender shall be so construed as to include the feminine and neuter genders whenever such construction is necessary or proper to give full effect to the provisions of this mortgage.

IN WITNESS WHEREOF the Mortgagor has hereinafter set his hand and seal the 20th

day of July, A. D. 1948

Signed, Sealed and Delivered
in the Presence of:

Lawrence L. Brown
.....
(Signature of Witness)

J. H. Hutchinson
..... (SEAL)
(Signature of Mortgagor)

J. H. Lora
.....
(Signature of Witness)

..... (SEAL)
(Signature of Mortgagor)