

Together with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto STATE BANK AND TRUST CO. <sup>WARE SHOALS BRANCH, its</sup> its Successors and Assigns forever. And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said STATE BANK AND TRUST CO. <sup>WARE SHOALS BRANCH,</sup> its Successors and Assigns from and against us and our Heirs, Executors and Administrators, and any and all other persons or persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents that if we, the said Charlie C. Kirby, Jr. and Janie F. P. Kirby,

do and shall well and truly pay or cause to be paid unto the said STATE BANK AND TRUST CO. <sup>Ware Shoals Branch,</sup> or its order, the said debt, or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said Note; and do and perform all the covenants and agreements herein contained, then this deed of Bargain shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

1. It is Covenanted and Agreed by and between the parties that the said Charlie C. Kirby, Jr., and Janie F. P. Kirby, their Heirs, Executors and Administrators, shall and will insure the house and all the buildings on the said premises (if any there be) in such insurance company as may be approved by STATE BANK AND TRUST CO. <sup>Ware Shoals Branch,</sup> in a sum of not less than its insurable value ~~XXXXXX~~

against loss or damage by fire, and the same kept insured until the above mentioned debt is fully paid, and assign the policy to the said STATE BANK AND TRUST CO. <sup>Ware Shoals Branch,</sup> and in case that they fail to do so, the said BANK may cause the same to be done and reimburse itself for the premiums and expenses these with interest thereon at the rate of six per cent. and that the same shall stand secured by this mortgage.

2. It is also Covenanted and agreed, that the said Charlie C. Kirby, Jr. and Janie F. P. Kirby shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case they fails to do so the said BANK may cause the same to be paid and reimburse itself therefor with interest at the rate of six per cent. per annum and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Charlie C. Kirby, Jr. and Janie F. P. Kirby, their agents and tenants shall keep the said premises in as good order and condition as they now are, and not commit waste or cut down the timber thereon, to such an extent as to impair the value of the same as a security for the said loan or debt herein, and that the said STATE BANK AND TRUST CO. or the holder hereof, shall be the judge as to the same as to whether it impairs the said security.

4. And it is also Covenanted and Agreed, that in case of default in payment under any of the conditions of said Note, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform any of the other Covenants and Agreements of this mortgage for the space of TEN consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said STATE BANK AND TRUST CO. or the holder hereof.

5. It is also Covenanted and Agreed, that in case any action or proceedings of any kind to foreclose this mortgage is commenced or instituted by said Bank, or its assigns, a Receiver may be appointed pending such said proceedings with the usual powers in such case, to take charge of the rents and profits, crop or crops of any kind, of said mortgaged premises above described, to which end the same are hereby specifically pledged to said Bank as part of its security. The proceeds thereof after the payment of all costs and expenses incurred in obtaining said receiver shall be applied to the payment of the said above mentioned debt.