

N.12-57 E.50 feet, more or less, to the joint rear corner of said lots nos. 75 and 76, thence with the joint property line of said last two mentioned lots N.82-35 E.220 feet to an Iron Pin on the West side of Memorial Drive Extension, thence with the West side of Memorial Drive Extension S.7-25 E.50 feet to the beginning point. For a more particular description see the aforesaid plat.

All of the above described property was conveyed to mortgagors herein by W. Dennis Smith by deed dated Aug. 4, 1961, which deed has been recorded in the said office in Deed Book 679, page 521.

This is a second mortgage over the above described property. Mortgagee herein holds the first mortgage which was given to it by mortgagors herein dated Aug. 4, 1961 in the original sum of \$11,500.00 and which mortgage has been recorded in the said office in R. E. Mtg. Book 865, page 469.

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 WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 WE do hereby agree to insure the house and buildings now or hereafter erected on said lot in a sum not less than ELEVEN THOUSAND FIVE HUNDRED (\$11,500.00) Dollars fire insurance and not less than ELEVEN THOUSAND FIVE HUNDRED (\$11,500.00) Dollars tornado 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 WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 amount so paid to the mortgagee, and collect same under this mortgage, with interest.

And it is hereby agreed as a part of the consideration for the loan herein secured, that the mortgagors 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.

And WE do hereby assign, set over and transfer unto the said WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 mortgagors 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 the net proceeds thereof (after paying costs of collection) upon said debt, interests, taxes and fire insurance, without liability to account for anything more than the rents and profits actually collected.

PROVIDED, ALWAYS, nevertheless, and on this EXPRESS CONDITION, that if WE the said mortgagors, OUR heirs, or legal representatives, shall on or before the first day of each and every month, from and after the date of these presents, pay or cause to be paid to the WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors or assigns, the monthly installments, as set out herein,