

This is the identical property conveyed to J. Michael Evans and Carol I. Evans by H. Dirk Holleman by Deed recorded simultaneously herewith.

This Mortgage is junior in priority to that Mortgage by the Mortgagors herein to American Federal Savings and Loan Association recorded prior to this Mortgage.

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 H. Dirk Holleman, his heirs 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 H. Dirk Holleman, his heirs and assigns, from and against ourselves and our heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor, their heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire ~~XXXXXX~~ the amount of the balance due on all mortgages of the above described property ~~XXXXXX~~ and assign the policy of insurance to the said H. Dirk Holleman, his heirs or assigns, as his interest may appear. And in case he or they shall at any time neglect or fail so to do, then the said H. Dirk Holleman, his heirs or assigns, may cause the same to be insured in his own name, and reimburse himself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagors, their heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, ~~whoever the party who shall be liable for the same~~ ~~XXXXXX~~, if the mortgage shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagors, their heirs and assigns do and shall well and truly pay, or cause to be paid unto the said H. Dirk Holleman, his heirs and assigns, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said promissory note ~~XXXXXX~~ thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

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