

twenty-five (25) feet; thence South on line between Lots Numbered Six (6) and Seven (7) twenty five feet; thence East parallel to the North line of this Lot, twenty five (25) feet thence North along East line of said Lot to place of Beginning.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and all rights of homestead exemption, unto the said party of the second part and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns forever against the lawful claims of all person whomsoever.

Provided Always and these presents are upon the following agreements covenants and conditions, to-wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Seven Thousand Dollars according to the terms of one certain mortgage note of even date herewith executed by said parties of the first part, in consideration of the actual loan of the said sum and payable on the first day of March 1930. to the order of the said party of the second part with interest thereon at the rate of 7 per cent per annum payable semi-annually on the first days of March and September in each year according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United State of America at National Bank of Commerce New York N.Y. or at such other place as the legal holder of the principal note may in writing designate and all of said notes bearing ten per cent interest after maturity.

Second. That the parties of the first part agree to keep all fences buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which now or may hereafter be upon the premises unceasingly insured to the amount of Ten Thousand Dollars in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property and may insure said property if default be made in the covenant to insure, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgments rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

The following is enforced on the original instrument:
The same secured by this mortgage has been paid in full, and this
mortgage is hereby released and cancelled this 31st day of

Recorded Sept 21 1936
Dea E. Holliman
Recorder of Deeds

Samville County Savings Bank & Trust Co.
By J. M. Dwyer Treasurer
& D. 1936
corp seal.