

BOOK 38-342

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee
and assigns forever.

This conveyance is intended as a mortgage, however, and is given to secure the payment by the mort-
gagor 8 to the mortgagee of the sum of Three Thousand Four Hundred Eighty One and 08/100
(\$ 3,481.08) Dollars in lawful money of the United States of America of the present standard value, due
with interest from until paid at the rate of per cent
per annum, payable ; all according to the terms of certain promissory note
of even date herewith given by the mortgagor 8 to the mortgagee , bearing interest payable at the rates and
terms aforesaid, as follows:

\$ 3,481.08

No. May 3 1961
(DATE)

FOR VALUE RECEIVED, The undersigned as principals, jointly and severally promise to pay in lawful money of the United States to the order of COLUMBIA MATERIALS
COMPANY

the sum of THREE THOUSAND FOUR HUNDRED EIGHTY ONE AND 08/100 (Seller) DOLLARS,

at the designated office of the holder, in 60 consecutive monthly instalments of \$ 58.01 each, (except that the final instalment shall be the difference between the
amount of this note and the sum of the preceding instalments), the first to become due and payable on the 5th 10th 15th 20th 25th
6 day of June, 1961
(Check Which)

balance of instalments to be paid on the same date of each month thereafter, with interest on principal after maturing of entire balance as herein provided at the highest lawful contract
rate. If any instalment is not paid when due, the entire balance of this note shall become due and payable at the option of the holder. In the event of default for a period of more than
10 days in payment of any instalment, the undersigned shall be liable to holder for a late charge for each dollar of each defaulted instalment to an extent not prohibited by the law of
jurisdiction where this note is made. The makers, endorsers and guarantors of this note waive presentment for payment, protest, notice of protest, demand for payment, notice of non-pay-
ment and declaration of acceleration of payment, and agree to pay 25% of the principal of this note, or, at the option of the holder, a reasonable sum as attorney's fees if placed in the
hands of an attorney for collection after maturity. If permitted by law, each maker, endorser (except without recourse) and guarantor of this note hereby authorizes any attorney, prothono-
tary or clerk of any court of record to appear in such court, in term time or vacation, at any time after maturity of this note, and waive a jury trial and confess judgment without pro-
cess in favor of the holder of this note for such amount as may appear to be unpaid thereon, together with costs and attorney's fees, and waive and release all errors which may intervene
on any such proceedings and consent to immediate execution upon such judgment, hereby ratifying and affirming all that may be done by virtue hereof. Insofar as permitted by law, each
maker, endorser and guarantor of this note expressly waives all right to claim exemption allowed by the Constitution and laws of this or any other state.

Signatures: (In full and in ink)
Lylen B. Bevans (Seal)
William M. Bevans (Seal)

This indenture is further conditioned upon the faithful observance by the mortgagor of the covenants
ing covenants hereby expressly entered into by the mortgagor 8, to-wit:

That they are lawfully seized of said premises, and now have a valid and unencumbered fee simple
title thereto, and that they will forever warrant and defend the same against the claims and demands
of all persons whomsoever;

That they will forthwith pay any liens or encumbrances now existing upon said premises superior
to this mortgage;

That they will pay the said promissory note and all installments of interest thereon prompt-
ly as the same become due, according to the tenor of said note ;

That so long as this mortgage shall remain in force they will pay all taxes, assessments and
other charges of every nature which may be levied or assessed upon or against the said premises when due
and payable, according to law, and before the same become delinquent, and will also pay all taxes which may
be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any me-
chanic's liens or other liens or encumbrances that might by operation of law or otherwise become a lien upon
the mortgaged premises superior to the lien of this mortgage, and will deliver all receipts therefor to the mort-
gagee ;

That they will keep all the improvements erected on said premises in good order and repair and
will not commit or suffer any waste of the premises hereby mortgaged;