

GOLD COIN, AS THE COURT MAY ADJUDGE REASONABLE FOR ATTORNEY'S FEES TO BE ALLOWED IN SAID SUIT OR ACTION. THE MAKER AND ALL ENDORSERS HEREOF SEVERALLY WAIVE PRESENTMENT FOR PAYMENT, PROTEST AND NOTICE OF NON-PAYMENT OF THIS NOTE.

COPY.

8 CENTS INT. REV. STAMPS CANCELLED
ON ORIGINAL NOTE.

WILLIAM L. LOCKYEAR,

No. _____

AND SAID MORTGAGOR COVENANTS TO AND WITH THE MORTGAGEES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THAT THEY LAWFULLY SEIZED IN FEE SIMPLE OF SAID PREMISES AND HAVE A VALID, UNENCUMBERED TITLE THERETO AND WILL WARRANT AND FOREVER DEFEND THE SAME AGAINST ALL PERSONS; THAT HE WILL PAY SAID NOTE, PRINCIPAL AND INTEREST ACCORDING TO THE TERMS THEREOF; THAT WHILE ANY PART OF SAID NOTE REMAINS UNPAID HE WILL PAY ALL TAXES, ASSESSMENTS AND OTHER CHARGES OF EVERY NATURE WHICH MAY BE LEVIED OR ASSESSED AGAINST SAID PROPERTY, OR THIS MORTGAGE OR THE NOTE ABOVE DESCRIBED, WHEN DUE AND PAYABLE AND BEFORE THE SAME ^{MAY} BECOME DELINQUENT; THAT HE WILL PROMPTLY PAY AND SATISFY ANY AND ALL LIENS OR ENCUMBRANCES THAT ARE OR MAY BECOME LIENS ON THE PREMISES OR ANY PART THEREOF SUPERIOR TO THE LIEN OF THIS MORTGAGE; THAT HE WILL KEEP THE BUILDINGS NOW ON OR WHICH MAY BE HEREAFTER ERECTED ON THE PREMISES INSURED IN FAVOR OF THE MORTGAGEES AGAINST LOSS OR DAMAGE BY FIRE IN THE SUM OF \$... IN SUCH COMPANY OR COMPANIES AS THE MORTGAGEES MAY DESIGNATE, AND WILL HAVE ALL POLICIES OF INSURANCE ON SAID PROPERTY MADE PAYABLE TO THE MORTGAGEES AS THEIR INTEREST MAY APPEAR AND WILL DELIVER ALL POLICIES OF INSURANCE ON SAID PREMISES TO THE SAID MORTGAGEES AS SOON AS INSURED; THAT HE WILL KEEP THE BUILDINGS AND IMPROVEMENTS ON SAID PREMISES IN GOOD REPAIR AND WILL NOT COMMIT OR SUFFER ANY WASTE OF SAID PREMISES.

NOW, THEREFORE, IF SAID MORTGAGOR SHALL KEEP AND PERFORM THE COVENANTS HEREIN CONTAINED AND SHALL PAY SAID NOTE ACCORDING TO ITS TERMS, THIS CONVEYANCE SHALL BE VOID, BUT OTHERWISE SHALL REMAIN IN FULL FORCE AS A MORTGAGE TO SECURE THE PERFORMANCE OF ALL OF SAID COVENANTS AND THE PAYMENT OF SAID NOTE; IT BEING AGREED THAT A FAILURE TO PERFORM ANY COVENANT HEREIN, OR IF PROCEEDING OF ANY KIND BE TAKEN TO FORECLOSE ANY LIEN ON SAID PREMISES OR ANY PART THEREOF THE MORTGAGEE SHALL HAVE THE OPTION TO DECLARE THE WHOLE AMOUNT UNPAID ON SAID NOTE OR ON THIS MORTGAGE AT ONCE DUE AND PAYABLE, AND THIS MORTGAGE MAY BE FORECLOSED AT ANY TIME THEREAFTER. AND IF THE MORTGAGOR SHALL FAIL TO PAY ANY TAXES OR CHARGES OR ANY LIEN, ENCUMBRANCE OR INSURANCE PREMIUM AS ABOVE PROVIDED FOR, THE MORTGAGEES MAY AT THEIR OPTION, DO SO, AND ANY PAYMENT SO MADE SHALL BE ADDED TO AND BECOME A PART OF THE DEBT SECURED BY THIS MORTGAGE, AND SHALL BEAR INTEREST AT THE SAME RATE AS SAID NOTE WITHOUT WAIVER, HOWEVER, OF ANY RIGHT ARISING TO THE MORTGAGEE FOR BREACH OF COVENANT. AND THIS MORTGAGE MAY BE FORECLOSED FOR PRINCIPAL, INTEREST AND ALL SUMS PAID BY THE MORTGAGEE AT ANY TIME WHILE THE MORTGAGOR NEGLECTS TO REPAY ANY SUMS SO PAID BY THE MORTGAGEE. AND IF SUIT BE COMMENCED TO FORECLOSE THIS MORTGAGE, THE ATTORNEY'S FEES PROVIDED FOR IN SAID NOTE SHALL BE INCLUDED IN THE LIEN OF THIS MORTGAGE.

EACH AND ALL OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED SHALL APPLY TO AND BIND THE HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS OF SAID MORTGAGOR AND OF SAID MORTGAGEES RESPECTIVELY.