

73-00 W. 122.3 feet to a stake; thence N. 63-00 W. 253.4 feet to a pipe; thence S. 4-00 W. 1688 feet to stone; thence S. 85-00 E. 1909.3 feet to an iron pipe; thence S. 14-30 W. 545.2 feet to an iron pin; thence S. 16-25 W. 91.4 feet to a stake; thence S. 47-45 W. 94.7 feet to an iron pin; thence S. 89-15 E. 360 feet to an iron pin on Road; thence S. 4-45 W. 1176.8 feet to an iron pin on bank of Mill Creek; thence with the line of Hugh Watson property S. 85-28 E. 1882 feet to an iron pin; thence N. 5-15 E. 606.3 feet to center of Grove Road, corner of lot heretofore sold to Willie Mae Ballenger; thence with the center of Grove Road N. 14-30 W. 1372 feet to the beginning corner, containing 211.01 acres, more or less;

Being the same property conveyed to Befamp, Inc. by Belle P. Smith, et al, by deed dated August 24th, 1940 and to be recorded herewith.

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 mortgagee, his heirs, successors, administrators, executors and assigns forever. And the said mortgagor does hereby bind itself, its Successors, Executors and Administrators, and Assigns, to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs, administrators, Executors, Successors and Assigns, from and against itself, its Heirs, Executors, Successors, Administrators and Assigns, and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

And, the said mortgagor, its Successors, Executors, Administrators, and Assigns hereby specifically agree and covenant to do and perform the following acts and to comply with the following conditions:

1. To pay all taxes, charges, public rates or assessments on the above described property, as and when due, and before any of them become delinquent.
2. To make or permit no waste, alteration or removals of any improvements, now or hereafter on the said property without the mortgagee's written consent.
3. To insure the house and buildings now or hereafter erected on the said lot or lots in the sum of not less than its insurable value Dollars, and to pay for the said insurance, and keep the same insured from loss or damage by fire, and in such other forms of insurance as may be required by the mortgagee, and assign the Policy of Insurance to the said mortgagee.
4. To pay the same debt or sum or sums of money as provided in said note or obligation and in this mortgage, with interest thereon, according to the true intent and meaning of the said note or obligation and this mortgage, together with all costs and expenses which the said mortgagee shall incur, including attorney's fees chargeable to the above described mortgaged premises, for collecting the same by demand to attorney or by legal proceedings.

And upon default in the payment of any of the principal of said debt, or of any interest thereon, at the time the same is due; or upon default in the payment of any and all sums of money provided to be paid by the said mortgagor, its Successors, Executors, Administrators or Assigns under the agreements and covenants of this mortgage, or any of them, the said mortgagee, or its successors or assigns, shall have the right to pay the same, or any part thereof, or to have or cause the said property to be insured in its name, and pay for the same, and any and all sums so paid by the said mortgagee shall stand secured by this mortgage and bear interest from the date of payment until repaid at the rate of eight per cent. per annum; and the said mortgagee shall have the option to treat the entire indebtedness secured hereby as due and to foreclose this mortgage.

And if at any time the said obligations or any part thereof shall be past and unpaid, the said mortgagor and its Successors, Executors, Administrators or Assigns agree that any Judge of the Circuit Court of said State, at chambers or otherwise, and upon ex parte proceeding or otherwise, may appoint a receiver, with authority to take possession of the said premises and collect the rents and profits thereof, applying the net proceeds so collected (after paying costs of collection) upon said debts, interest, insurance, or other legal assessments, costs or expenses; without liability to account for anything more than the rents and the profits actually collected, less said costs.

PROVIDED ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties to the Presents, that if the said mortgagor shall well and truly pay, or cause to be paid, unto the said mortgagee, its certain attorney, successors or assigns, the said debt or sums of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said obligation and condition thereof, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

And it is further agreed by and between the said parties that the mortgagor shall hold and enjoy the said premises until default, or payment, shall be made.

IN WITNESS WHEREOF, the said BEFAMP, INC, has caused this instrument to be executed this 24th day of August in the year of our Lord one thousand, nine hundred and forty and in the one hundred and Sixty-fifth year of the Independence of the United States of America.

Signed, Sealed and Delivered

in the Presence of:

Horace C. Whitmire

Silas G. Bagwell

BEFAMP, INC.

By Belle P. Smith

President.

(SEAL)

(SEAL)

