

machinery and appurtenances unto the Muscogee Cotton Oil Co., its successors and assigns forever.

The Planters Cotton & Ginning Co., covenants that it is lawfully seized and possessed of said real estate, machinery, and buildings and other improvements and has full power and authority to sell and convey the same by this Deed of Trust, and that the title so conveyed is clear and free of all incumbrances at the time of the execution of this Deed of Trust, except the lien for purchase money retained by the Muscogee Cotton Oil Co. in its general Warranty Deed conveying said property to the party of the first part.

The party of the first part hereby binds itself, its successors and assigns, to pay all cost incurred, and a reasonable attorney's fee in the event it becomes necessary to foreclose the lien established by this Deed of Trust under the terms thereof, or by the intervention of a court of equity.

As further security for the payment of said note and the interest that may accrue thereon, the party of the first part, the Planters Cotton & Ginning Co., hereby agrees and binds itself to keep the buildings, machinery and fixtures upon the real estate hereinbefore described insured against loss by fire in some reputable and solvent insurance company approved by the beneficiary under this Deed of Trust in the sum of Twelve Thousand (\$12,000.00) Dollars, with a provision in the policy that loss, if any, shall be paid to the Muscogee Cotton Oil Co., its successors and assigns, as its interest may appear, and such policy shall be delivered to the officers of the Muscogee Cotton Oil Co., and, should the Planters Cotton & Ginning Co. fail to effect such insurance and to keep the same in full force and effect, the Muscogee Cotton Oil Co. is hereby authorized to insure said buildings, machinery and fixtures, and the amount paid for premiums shall become a lien on the above described property and bear interest from the date of their payments, and said lien for money so expended in keeping said property insured may be enforced in the manner herein provided for enforcing the payment of the aforesaid note.

The Planters Cotton & Ginning Co. does further agree to pay all taxes and assessments that may be levied, assessed or imposed or become a lien upon said real estate, buildings, machinery, or any part of portion thereof before they become