

to a bend; thence with said road; S. 40-45 W. 199.4 feet to another bend in said road; thence still with center of said road, S. 43-0 W. 936.3 feet to the beginning point in the center of the bridge over Peters Creek.

The above described property is the same conveyed to us by James Anders by deed to be recorded and this mortgage is junior in rank of a mortgage of even date to the Franklin National Life Insurance Company.

For Value received I do hereby assign, transfer and set over to Virginia B. Mann the within mortgage and the note which it secures without recourse, this 7th day of August, 1950.

Witness: James Anders

W. H. Anders

Beth R. Painter

assignment recorded Sept. 6th - 1950 at 3:12 P.M. # 21750.

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 James Anders, his

Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, the said mortgagor_s agree to insure the house and buildings on said land for not less than Twenty Seven Hundred & No/100 (\$2700.00) - - - - - Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire and windstorm during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event we shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment or any part thereof the mortgagee may at his option declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said mortgagor_s, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.