

this obligation includes the balance due on a note and mortgage given to Jas. M. Richardson, attorney, by Vantross Franklin under date of December 22, 1948, recorded in Mortgage Book 409, Page 173, in the amount of \$650.00, together with another note and mortgage given by Vantross Franklin to Jas. M. Richardson, attorney, in the amount of \$60.00, dated May 1, 1951 and not recorded. It is still further agreed that the two mentioned papers shall remain open for the protection of the mortgagee.

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 **Jas. M. Richardson, attorney, his** Heirs and Assigns forever. And **I** do hereby bind **myself and my**

Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said **Jas. M. Richardson, his**

Heirs and Assigns, from and against **me and my** Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.