

approximately 1/4 mile from the North Carolina line and having the following metes and bounds according to a survey made by Dalton & Neves in April 1935:

BEGINNING at U. S. Geological Survey Monument and running thence 220 feet S. 60-40 E. to an iron pin; thence 102 feet S. 29-20 W. to an iron pin; thence 200 feet N. 60-40 W. to a Hemlock Tree; thence 51 feet N. 20-0 W.; thence 100 feet N. 44-30 E. to point of beginning. This being the same piece of property conveyed by T. C. Gower to J. P. Thompson on September 1, 1939 and recorded in the R. M. C. Office for said County and State in Deed Book 213 at page 352.

This mortgage is given to secure a part of the purchase price of the within described property, conveyed by T. Charles Gower to the mortgagors herein by deed of even date herewith, said deed to be recorded simultaneously 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

T. Charles Gower, his

Heirs and Assigns forever.

And we do hereby bind ourselves and, 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, the said mortgagor, agree to insure the house and buildings on said land for not less than Three Thousand Five Hundred (\$3500.00) \* \* \* \* \* Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, 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 mortgagor 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 mortgagors, 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.