

BEGINNING at an iron pin on the westerly side of Roper Mountain Road, which pin is located on the northeasterly side of a Duke Power Company right-of-way and running thence along said right-of-way N 36-26 W 556.5 feet to an iron pin on the southeasterly side of Country Drive; thence along said Drive on a curve, the chord of which is N 12-38 E 57.1 feet to an iron pin; thence continuing with said Drive N 41-08 E 64.3 feet to an iron pin, joint corner of Lots 5 and 6, as shown on the aforesaid W. T. Adams plat; thence along the common line of said Lots S 47-52 E 267.5 feet to an iron pin, joint corner of Lots 5 and 6 and on the rear line of Lot 3; thence on a new line through Lot 3 S 47-52 E 231.1 feet to an iron pin on the westerly side of Roper Mountain Road; thence along said Road S 32-12 W 122 feet to an iron pin; thence continuing with said Road S 24-33 W 133.5 feet to an iron pin, the point of beginning.

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This mortgage is junior and subordinate to that certain mortgage given by the Mortgagor herein to Independent Life and Accident Insurance Company.

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

Wilbert Burial Vault Company, Inc., its successors

~~Heirs~~ and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors ~~Heirs~~ and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And I, the said mortgagor, agree to insure the house and buildings on said land for not less than Fifteen Thousand and No/100 (\$15,000.00) 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 I 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 his mortgage due and payable.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said mortgagor, do and shall well and truly, 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.