## 800K 1042 PAGE 155

thence N. 49¼ W. 8.00 to corner above road; thence N. 43 W. 11.10 to beginning corner, being a part of tract of 96 acres conveyed to W. Marion Pack by Mary L. Pack, deed recorded in Book 78, page 370; being the same tract of land conveyed to Annie Forest by W. Marion Pack by deed dated January 23, 1931, recorded in Book 152, page 386.

This is the same property conveyed to the mortgagors by deed of L. S. Bayne, et. al., dated August 16, 1966, to be recorded of even date 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 L. S. Bayne, 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 mortgagors, agree to insure the house and buildings on said land for not less than Eight Thousand, Five Hundred and 00/100 (\$8,500.00)

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 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 anto 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.