

It is understood and agreed that any amounts paid in the year 1974 on the principal debt hereby secured which exceed the sum of \$12,932.00 and any amounts paid on said debt in any subsequent year which exceed the sum of \$6278.70 shall be invested by the Mortgagor in a certificate of deposit, as substituted collateral, issued in the name of and held by an escrow agent, which shall be a federally insured bank or savings and loan association in the City of Greenville, South Carolina, pursuant to an escrow agreement between said institution and the parties hereto. Such escrow agreement, among other things, shall provide that such funds shall be held to make future payments due under this mortgage and the note secured hereby. Mortgagor shall pay all charges of the escrow agent and maintain the escrow account. At such time as the amount held in escrow by the escrow agent is equal to the total balance of the principal and interest then remaining due under this mortgage and the note secured hereby the mortgagee shall then release all the remaining land from the lien of said mortgage. In computing the amount of the certificates of deposit to be tendered by the mortgagor as substituted collateral, the amount thereof shall be rounded to the nearest one hundred dollar figure. The execution of an escrow agreement and the hypothecation of any certificate of deposit shall not be considered as an assignment thereof to the mortgagee, but only as a

pledge. Mortgagee shall have absolutely no right of ownership in and to any certificate of deposit until there shall be a default in the terms and conditions of the note secured by said mortgage. Until default shall be made in the terms and conditions of the note secured by said mortgage, the mortgagor shall be entitled to all interest which shall accrue and become payable upon said certificate of deposit. Nothing herein contained shall alter or relieve the obligation of the mortgagor under the terms of the note secured by this mortgage, including the obligation of the mortgagor to pay to the mortgagee interest on the deferred balance due thereon. For all purposes hereunder, the escrow agent designated hereunder shall be the agent of the mortgagor and not the agent of the mortgagee.

It is understood and agreed that any portion of the above described real estate will be released from the lien of this mortgage upon payment to her of \$675.00 per acre or fraction thereof to be released. Said payments will be applied to the principal installments next becoming due.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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