

BEING the same premises conveyed to Mortgagor by Peter J. Sasse by deed dated October 4, 1961, which deed is recorded in the R.M.C. Office for Greenville County in Book 683 at Page 274.

ALSO

ALL that tract of land situate in Richland County near Columbia, South Carolina, known as Evergreen Park Subdivision, containing four hundred and seven (407) lots and a Club area marked "Block F", as more particularly shown on Map of Evergreen Park in Richland County near Columbia, S.C. by B.F. Barber and Associates, Engineers, Columbia, S.C. dated December 31, 1957.

BEING the same premises conveyed to Mortgagor by Evergreen Park Development Co. by deed dated April 15, 1960, which deed is recorded in the R.M.C. Office for Richland County in Book 272 at Page 498.

The mortgagor agrees to release from the lien of this mortgage any of the aforesaid lots upon the payments of Four Hundred (\$400.00) Dollars for each lot released, which amount shall be applied against the principal balance due under this mortgage. Lots will not be released unless the payments under this mortgage are current and not in arrears, and any sums paid for releases will be above and beyond the regular monthly payments set forth above.

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

Vera Lenovita, her

heirs and assigns forever

AND **it** do hereby bind **it** self and **its** heirs, executors and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee **her heirs**

and assigns, from and against **it** and **its successors** heirs, executors and administrators

and all persons lawfully claiming, or to claim the same or any part thereof

its successors

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor heirs, executors, or administrators, shall keep the buildings erected, or to be erected on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than **Twenty-five Thousand and 00/100 (\$25,000.00)** Dollars, in such company as shall be approved by the said mortgagee, and shall deliver the policy to the said mortgagee, and in default thereof, **her heirs**

the said mortgagee or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said mortgagee **her heirs**

or assigns shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage

its successors **XX**

AND IT IS AGREED, by and between the said parties, that if the said mortgagor heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable **her heirs** then the said mortgagee,

or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the interest on the said Note, or of the insurance premiums, or of the taxes, or of the assessments heretofore mentioned, when the same shall severally first become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, **her heirs** or assigns, although the period for the payment of the said debt may not then have expired

AND IT IS AGREED, That if the holder of the Note secured hereby is compelled to pay any taxes upon the debt represented by said note, or by this mortgage, then, and in that event, unless the said taxes are paid by some party other than the said holder, that then the entire amount of the debt secured, or intended to be secured, shall forthwith become due at the option of the said mortgagee, or assigns, although the period for its payment may not then have expired

AND IT IS AGREED, by and between the said parties, that, should legal proceedings be instituted for the collection of the debt **her heirs** secured hereby then and in that event, the said mortgagee, or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of the said rents and profits towards the payment of the debts secured hereby.

3 in Release Set 61 See Deed Book 737 Page 17 Deed to Lenovita G. Kyrkott.