

near Friendship Baptist Church, containing 37.5 acres, more or less, and being shown and designated as 44.5 acres on Plat of Property of Frank C. Bergman, dated July 13, 1968, made by C. F. Webb, R.L.S., LESS seven (7) acres sold to Helen Louise Batson Bose by deed of Frank C. Bergman, dated May 28, 1980, and recorded June 3, 1980 in Deed Book 1126, at Page 898, in the Office of the Clerk of Court for Greenville County, South Carolina. For metes and bounds, courses and distances, reference is hereby invited to said plat.

The above 37.5 acres, more or less, is the same conveyed unto Mortgagor herein by deed of Stella T. Bergman, dated January 15, 1973, and recorded in the Clerk's Office for Greenville County, S.C., in Deed Book 966, at Page 635, and by deed of C. S. Elliott and Krystyna A. Elliott, dated August 2, 1968, and recorded in the aforesaid Clerk's Office in Deed Book 849, at Page 498.

TRANSFER OF THE PROPERTY. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenance or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

Mortgagee's Mailing Address: 216 SE 3rd Street
Boynton Beach, Florida 33435

~~Mortgagee's Mailing Address~~

AND IT IS AGREED, That the mortgagor herein is----- to keep the

building on said premises insured against loss by fire and windstorm in ~~the sum of~~ full insurable value thereof,-----

~~in~~ such reputable company as the said mortgagee may designate and shall have the loss, if any, payable to said mortgagee,

herein as their interest may appear and failing to do so, the said mortgagee shall have the right to insure said property against loss by fire and windstorm at mortgagors expense, and this mortgage shall be extended so as to secure to the mortgagee the repayment of all insurance premiums advanced, together with interest on the same, at the rate of 12% per cent. per annum. And, if for any reason the said insurance is cancelled, reduced, or refused, in either of such events, the whole debt then remaining unpaid shall become and be due and payable at once at the option of said mortgagee.

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 Kenneth A. Lyman and Helen C. Lyman, their,----- Heirs and Assigns forever.

AND I do hereby bind myself and my----- Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said premises unto the said Kenneth A. Lyman and Helen C. Lyman, their,-----

Heirs and Assigns from and against me and my Heirs, Executors, Administrators, and Assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.



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