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It is anticipated that the mortgagor will develop the majority of the aforesaid property for residential purposes. The mortgagee agrees to subordinate the lien of this mortgage for the purpose of developing residential lots. Any such moneys borrowed shall be used for development purposes only so as not to reduce the security of mortgage. Development purposes are defined as the actual costs of (1) cutting, grading or paving streets, (2) installation of curbs and gutters, (3) sewer rights but not in a package plant, oxidation pond, or other private disposal system, (4) gas and electric utilities, (5) survey costs and water lines. Such development purposes shall not include any building of any kind that may be erected on said property.

It is anticipated that the mortgagor will develop or cause to be developed a tennis and swim club on a portion of the property which property is identified as a tract containing 6.92 acres and entitled "Recreation Facilities, Tennis Courts, Swimming Pool" and mortgagee agrees to release from the lien of this mortgage said tract on the condition that mortgagor deposit the sum of \$ 30,000.00 in a savings and loan association or bank in an account in the name of the mortgagor and that the account representing such deposit be assigned to the mortgagee as substituted collateral in place of the tract released.

It is also anticipated that the mortgagor will construct houses on lots on the aforesaid property and the mortgagee agrees to release from the lien of this mortgage eight (8) lots to be selected by the mortgagor without payment since mortgagor has paid mortgagee the sum of \$ 25,000.00 at closing. Mortgagee agrees to release from the lien of this mortgage any other lot on the condition that the mortgagor deposit the sum of \$ 3,000.00 for each lot released in a savings and loan association or bank in an account in the name of the mortgagor and that the account representing such deposit be assigned to the mortgagee as substituted collateral in place of the lot released. It is further agreed that at any time after July 13th of any year all or part of the amount so deposited as substitute collateral not exceeding the annual installment due that year may be delivered to the mortgagee in full or partial payment of the annual installment which would become due on July 13th of that year. It is distinctly understood and agreed that the execution of a power of attorney, trust agreement or other instrument hypothecating said account shall not be construed as an assignment but only as a pledge and the mortgagee shall have no right in said account unless and until there is a default in the conditions of this note and mortgage. The mortgagor shall be the owner of and shall be entitled to the interest earned on such account. It is also understood that at such time as mortgagor has deposited in such account an amount equal to the principal owed under this mortgage, the interest rate on this mortgage and the note which it secures shall then be equal to the interest payable on the account in the savings and loan association or bank in which the deposits are placed.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 whatsoever lawfully claiming the same or any part thereof.