

28. It is further covenanted and agreed by and between the Mortgagor and Mortgagee herein that the Mortgagor shall be entitled to have released from the lien of the within Mortgage the condominium units encumbered hereby based upon a release payment to be made by the Mortgagor to Mortgagee herein as heretofore agreed provided, however, that the Mortgagor at the time of such release is not then in default under the terms and provisions hereof.

29. The said Mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, the day and year first above written.

IN THE PRESENCE OF:

Marsha J. Moore  
Earley M. Angelitto

YEARGIN PROPERTIES, INC. (L.S.)

BY: Robert M. Austell  
Vice President

AND: Juan [Signature]  
Secretary

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