

after date hereof, are all paid, satisfied, cancelled or otherwise barred, and if the subsequent obligations of the same James Rochester Company, Inc., owing to lenders, suppliers, or other contractual obligees, arising within the next five years after date hereof, and which mature within six years after date hereof, are also all paid, satisfied, cancelled or otherwise barred, then this obligation, and the mortgage securing the same, shall become and be null, void and of no effect; and

(3) This obligation and the mortgage securing the same shall automatically become and be null, void and of no effect after the expiration of six years after date hereof, any provision (s) herein to the contrary notwithstanding, except as to: (a) any judgment (s) obtained in suit (s) on this obligation; and (b) any suits pending on this obligation at the end of said six year period; or to be more explicit, any such judgment must have been obtained before the expiration of said six year period, and any pending suit must have been commenced before the expiration of said period; suits on this obligation can be brought by the said James Rochester Company, Inc., for the benefit of such of its lenders, suppliers, or other contractual obligees, present and/or future, as above stated, or suits can be brought by one or more of said lenders, suppliers or other contractual obligees, but in the latter cases, the James Rochester Company, Inc., must be one of parties defendant therein; and any and all actions on this obligation must be instituted and prosecuted in the Court of Common Pleas for Greenville County, South Carolina, and no action will be deemed commenced unless and until lis pendens is filed.

James R. Rochester (SEAL)
JAMES R. ROCHESTER

Melba H. Rochester (SEAL)
MELBA H. ROCHESTER

SIGNED, SEALED and DELIVERED IN THE PRESENCE of:

R. E. [unclear]
C. S. [unclear]

WITNESSES .