

Ninth: PARTIAL RELEASE. The premises includes 16.599 acres of unimproved land, as shown on the survey referred to on Schedule A. The Mortgagee will release this portion of the premises from the lien of this mortgage without consideration, upon written request therefor by the Mortgagor accompanied by evidence satisfactory to the Mortgagee, that the Mortgagor, or its successor in ownership to such parcel, is about to commence construction of improvements on such portion of the premises, provided that at the time of such release reciprocal easements are created for the use of the railroad siding shown on said survey, and provided that at the time of such release Griffin Drive is a public street maintained by Greenville County.

ARTICLE IV

First: The provisions contained in this Article IV shall be effective when the assignment and transfer of this mortgage and security agreement to Metropolitan Life Insurance Company is filed for record in the Office of the Clerk of Court or in the Office of the Register of Mesne Conveyance for the County in which the premises are located and upon such filing of assignment and transfer, the provisions of this Article V shall be in full force and effect.

Second: In the event of a default hereunder or under the note by reason of which the Mortgagee accelerates maturity of the indebtedness evidenced by the note and brings any action or proceedings on this mortgage and security agreement no deficiency or other personal judgment shall be sought or claimed against the Mortgagor or the Mortgagor's heirs, successors or assigns.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said Mortgagor, does and shall well and truly pay or cause to be paid unto the said Mortgagee, its successors or assigns, the debt or sum of money aforesaid with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said Mortgagor shall be entitled to hold and enjoy the said premises until default shall be made as herein provided.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set his (its) hand and seal on this the 24th day of March, 1977.

Signed, Sealed and Delivered in the presence of:

[Signature]
[Signature]

R & G LAND COMPANY, INC.

John M. Sterling, Jr.
President
Attest [Signature]
Secretary

S. C.-INCOME CDW-474

(Corporate Seal)
[Signature]

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