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STATE OF SOUTH CAROL ŔTIAL RELEASE AGREEMENT COUNTY OF

THIS AGREEMENT entered into by and between American Service Corporation of S. C. (hereinafter the "Mortgagor") and Marshall D. Earle, Jr. (hereinafter the "Mortgagee") as of this 18th day of APRIL , 1983.

## WITNESSETH:

WHEREAS, a Promissory Note was given by the Mortgagor to the Mortgagee, dated June 24, 1981 in the original principal amount of \$798,600 (the "Note") which Note was secured by Mortgage of Real Estate of the same date (the "Mortgage"), recorded June 25, 1981 in Mortgage Book 1545, at Page 200, in the RMC Office for Greenville County, South Carolina; and

WHEREAS, the Note and Mortgage were guaranteed by U. S. Shelter Corporation; and

WHEREAS, the parties are desirous of releasing from the Mortgage, as of the date hereof, approximately 6.93 acres of land, more particularly described on Exhibit "B", attached hereto and incorporated herein by reference;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, paid to the Mortgagee and the mutual premises and covenants contained herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- The Mortgagee hereby releases from the Mortgage approx imately 6.93 acres of land and more particularly described on Exhibit "B", so that the total acreage of land encumbered by the Mortgage shall be reduced from the 44.993 acres, more or less, described in Exhibit "A", to 38.063 acres, more or less
- 2. Except as specifically provided herein, the Note and Mortgage shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered the day and year first

Law Offices Horton, Drawdy, Hagins, Ward and Johnson, P.A. Greaville, S.C.

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