

property was sold subject to these restrictive covenants and conditions; and

WHEREAS, said Tryon Development Company is no longer in existence and that Julian Calhoun is successor in title to Tryon Development Company and any interest it might have had in the reversionary interest if the restrictions and covenants above recited should be violated; and

WHEREAS, the said parties of the second part have requested that said land be released from the above recited reversionary covenant and the above party of the first part has agreed so to do;

NOW, THEREFORE, the said JULIAN CALHOUN for and in consideration of the sum of Three Dollars (\$3.00) to him in hand paid, at or before the sealing of these presents, by STANLEY M. BUCKINGHAM and KATHRYN P. BUCKINGHAM, the receipt whereof is hereby acknowledged, does hereby release and discharge said land and all owners thereof, both present and future, from the certain reversionary restriction as follows:

"This conveyance is made subject to the following conditions, restrictions, and covenants running with the land, for a violation of the first of which the title shall immediately revert to the grantor, its successors or assigns, except as against lien creditors."

It being expressly understood and agreed that the reverter contained in the paragraph just quoted is hereby released and abandoned as to the lots hereinabove described, but all other restrictions shall remain in full force.

IN WITNESS WHEREOF, the said JULIAN CALHOUN has hereunto set his hand and seal this 22nd day of May, 1959, in the 183rd year of the Independence of the United States of America.

WITNESSES:

J Lee Saunders
Edw. J. P. P. P.

Julian Calhoun (SEAL)

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