

measured at right angles thereto; thence westwardly along the northerly right of way line of State Route 331 the following courses and distances: South $82^{\circ} 44'$ West for a distance of 615.99 feet; thence South $78^{\circ} 03'$ West for a distance of 183.28 feet; thence South $71^{\circ} 39'$ West for a distance of 224.64 feet; thence South $67^{\circ} 52'$ West for a distance of 1,605.13 feet, more or less, to the point of beginning; said piece or parcel of land containing 20.40 acres, more or less, excluding 1.737 acres as hereinafter mentioned, and being located substantially as outlined in red on print of Drawing No. 4-615, dated June 6, 1969, hereto annexed and made a part hereof;

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining; EXCLUDING from the above described parcel of land the strips or parcels of land located as shown outlined in green and blue on said annexed print; said strips or parcels of land containing an aggregate area of 1.737 acres; SUBJECT to sixty-eight (68) foot wide easement of Duke Power Company located substantially as shown on said annexed print;

SAID parcel of land being conveyed herein is a portion of the land conveyed by Dorothy H. Stroud to Georgia Industrial Realty Company by deed dated January 4, 1965, and being recorded in Book 764, page 413.

TO HAVE AND TO HOLD all and singular the land and premises before-mentioned and hereby conveyed unto the said EASTERN STORAGE, INC., its successors and assigns, forever.

GRANTOR hereby binds itself and its successors to warrant and forever defend all and singular the said land and premises hereby conveyed unto the said Grantee, its successors and assigns, against itself, the said Grantor, and its successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee covenants and agrees, for itself and its successors and assigns, unto and with Grantor, its successors and assigns, as a covenant running with the land and as a part of the consideration for this conveyance, said covenant being evidenced by the acceptance and recordation of this deed by Grantee, that said premises hereby conveyed will be utilized for and in connection with the construction thereupon of a warehouse building containing an area of not less than 100,000 square feet for use and to be used for the conduct of Grantee's business of storage and handling commodities such as cotton, kapok and textile machinery, and that upon the failure of Grantee, its successors or assigns, to construct or cause to be constructed upon said premises such warehouse building or structure as aforesaid and thereafter to commence the use of said premises for the purposes aforesaid not later than three (3) years next ensuing from and after the date of this conveyance, the Grantor shall have and hereby reserves the right to repurchase said land and

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