

located S. 44-13 E., 80 feet from the northwesternmost corner of said 3.60 acres and running thence N. 44-13 W., 80 feet to a point; thence N. 43-09 W., 24.75 feet to a point; thence N. 47-33 W., 427.7 feet to a point; thence N. 60-23 W., 42 feet to a point; thence N. 76-03 W., 52.48 feet to a point; thence N. 61-14 W., 50.94 feet to a point; thence N. 12-34 W., 48.7 feet to a point; thence N. 14-59 E., 313.7 feet to a point; thence N. 02-38 W., 52.11 feet to a point; thence N. 29-28 W., 51.5 feet to a point; thence N. 65-01 W., 210.35 feet to a point in the center line of the Pack's Mountain Road, the last of which points is located 788 feet west, more or less, from the northwesternmost corner of property of the Grantees fronting on the Pack's Mountain or Barton Road.

2. The right of way or easement herein granted by the Grantor to the Grantees shall continue until all sums due by the Grantees to the Mortgagee on the \$43,100.00 note have been paid in full including any readvancements thereof and including all court costs, attorneys fees and other charge authorized to be collected and added to the amount due and payable under the terms of said note, unless sooner terminated and extinguished by the consent of the Mortgagee as herein provided. The Mortgagee covenants and agrees to consent to the extinguishment of said easement after there has been constructed or caused to be constructed a driveway of comparable width and construction leading from the residence of the Grantees on their property to Barton or Pack's Mountain Road on property owned by the Grantees shown on a plat recorded in Plat Book 4-0, page 300. The written consent of the Mortgagee on the face of this document or by separate instrument in recordable form shall automatically terminate and extinguish the easement herein granted by the Grantor to the Grantees across the property of the Grantor hereinabove described.

3. The Grantor and the Grantees do hereby covenant and agree among themselves, irrespective of the rights of the Mortgagee, that the Grantees shall as soon as possible and no later than one year from the date hereof cause to be constructed at the expense of the Grantees a driveway of comparable width and construction to the existing driveway above described, which shall be made acceptable to the Mortgagee at the expense of the Grantees over and through the property of the Grantees hereinabove mentioned and described from their residence to the Pack's Mountain Road or Barton Road. In the event the Grantees fail to construct such a driveway within one year from the date hereof, the Grantees do hereby expressly authorize and empower the Grantor at Grantor's expense to construct and complete such a driveway which shall meet with the approval of the Mortgagee. Any expenses advanced by the Grantor in connection with such construction and approval by such Mortgagee, shall be deemed an indebtedness due by the Grantees to the Grantor, for which the Grantees have on this date executed their note and mortgage in the maximum amount of \$3,000.00 covering the Grantees' property which has been executed for the purposes of securing any future sums the Grantor may advance for the construction of said driveway. It is understood and agreed that the mortgage given by the Grantees to the Grantor under the terms of this paragraph shall at all times during the term hereof be subordinate and inferior to the mortgage given by the Grantees to First Federal Savings and Loan Association, or the owner and holder thereof from First Federal.

4. Until and unless the Grantees have constructed a driveway as hereinabove described on their own property and paid for the same in full, the Grantees covenant and agree not to further encumber their property except for the loan to First Federal Savings and Loan Association as aforesaid, except that the loan to First Federal