

State of South Carolina  
County of Greenville, ss

RELEASE.

Whereas, Under date of September 5, 1922, Manufacturers Warehouse Company, executed to Farmers Loan & Trust Company its certain mortgage in the amount of \$20,000.00 which mortgage is recorded in Mortgage Book 42, page 430, R. M. C. Office for Greenville County, and covers a certain lot of land in the City of Greenville, County and State aforesaid, bounded on the north by a right of way owned by Southern Railway Company, on the east by South Laurens Street (formerly Jackson Street), on the south by lands now or formerly of the Estate of J. M. McSee, and on the west by River Street; and

Whereas, On the same day, to wit, September 5, 1922, Manufacturers Warehouse Company executed to Farmers Loan & Trust Company a second mortgage in the amount of \$46,300.00, which mortgage is recorded in Mortgage Book 28, page 368, said R. M. C. Office and covers the same lot of land covered by the said first mortgage; and

Whereas, Under date of January 30, 1929, Manufacturers Warehouse Company executed unto National Biscuit Company a lease of the eastern portion of the property described in the two above mentioned mortgages, which lease is recorded in Deed Book 147, page 336, said R. M. C. Office, and runs for a term of ten (10) years, beginning May 1, 1929, and in said lease it is provided as follows:

"Lesser agrees, provided Lessee's business grows to such an extent that it cannot properly store its merchandise in the storeroom of above described building, to turn over to Lessee 1,000 sq. ft. of floor space on the second floor of its warehouse adjoining Lessee's premises on the west, it being understood that said space shall directly adjoin Lessee's storeroom on the west, and it being further understood that lesser will separate said 1000 sq. ft. of floor space from its own premises by a substantial wooden or tile partition extending from floor to roof. Lesser further agrees to connect said 1000 sq. ft. of floor space with Lessee's stockroom by an archway properly finished off and approximately 8 ft. wide and 8 ft. high;" and

Whereas, under date of March 6, 1930, Manufacturers Warehouse Company, by its deed recorded in Deed Book 121, page 196, said R. M. C. Office, conveyed the entire property covered in the two mortgages above mentioned to Farmers Loan & Trust Company, but said conveyance did not operate to effect a merger of the mortgages above mentioned for the reason that they had previously been sold and transferred to other parties who now own same; and

Whereas, Farmers Loan and Trust Company desires to refinance the mortgage indebtedness now existing against the property described in the above mentioned mortgages but is unable to do so without the trouble, expense and delay of a foreclosure sale on account of the clause in the lease from Manufacturers Warehouse Company to National Biscuit Company hereinabove set out; and

Whereas, National Biscuit Company is desirous of accommodating Farmers Loan & Trust Company, in the premises:

Now, therefore, know all men by these presents, that in consideration of the premises and the sum of one dollar by Farmers Loan & Trust Company, a corporation organized and existing under the laws of South Carolina, paid to National Biscuit Company, a corporation organized and existing under the laws of New Jersey (the receipt whereof is hereby acknowledged), said National Biscuit Company does hereby release its rights under the above quoted clause of its lease to the extent of permitting Farmers Loan & Trust Company to execute a first mortgage on the western portion of the property described in the mortgages hereinabove referred to, which new mortgage shall be in the amount of \$12,000.00 and to execute another mortgage covering the entire property hereinabove described in the amount of \$18,000.00 and to execute a third mortgage covering the entire property hereinabove described in the amount of \$21,000.00; it being understood that the two old mortgages hereinabove described in the aggregate amount of \$75,000.00 are to be satisfied on the record at the time of the delivery of the three new mortgages hereinabove mentioned aggregating \$51,000.00, the entire scope and purpose of this release being to see that the mortgages under the new mortgages obtain title to the mortgaged premises unaffected by the clause of National Biscuit Company's lease above quoted. Nothing herein contained shall be construed to release or impair the right of National Biscuit Company as tenant, as against the landlord, to demand the said additional space as provided in said clause.

(OVER)

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In the event that the rights of the tenant under the said clause are foreclosed, then the tenant shall have the option to terminate the said lease on thirty days' notice in writing, should it require additional space. This release shall inure to the benefit of Liberty Life Insurance Company, J. B. Ricketts, Trustee and Peoples State Bank of South Carolina, or any other persons or corporations whose names may be inserted in the contemplated new mortgages and this release shall operate for the protection of all interest and other sums of money in addition to the principal sums which may become due under the terms of said new mortgages.

Witness the corporate seal of National Biscuit Company and the signature of its duly authorized officers this day of January, 1931.

In the presence of:

L. D. Kidd.  
M. Catelle.



NATIONAL BISCUIT COMPANY.

BY: W. W. Graves,  
its Vice President.

and  
BY: Geo. H. Ceppers,  
its assistant Secretary.

State of New York.

County of x ss.

Personally appeared before me L. D. Kidd, who on oath says that he saw National Biscuit Company, a corporation by W. W. Graves, its Vice President, and Geo. H. Ceppers, its Assistant Secretary, sign, seal and as its act and deed deliver the foregoing deed, and that M. Catelle with him was a subscribing witness thereto.

Sworn to and subscribed before me  
this 5th day of January, 1931

A. T. Bullock. (SEAL)



Notary Public Queens Co. No. 217.  
Registered in Queens Co. No. 541.  
Certificate filed in New York Co. No. 72.  
Registered in New York Co. No. 28-24  
Commission expires March 30, 1932.

Recorded this the 7th day of January 1931 at 3:10 P. M.

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