

DEC 11 10 33 AM '73
DONNIE S. TANKERSLEY
R.H.C.

THIS RELEASE, Made this 26th day of November, A. D., 1973, between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter called "Grantor", and GREENVILLE BUILDERS SUPPLY, INC., a South Carolina corporation, whose mailing address is P. O. Box 159, Mauldin, South Carolina 29622, hereinafter called "Grantee", WITNESSETH:

WHEREAS, by deed dated October 30, 1972, recorded in Deed Book 961, page 281, public records of Greenville County, South Carolina, Grantor conveyed to Grantee, its successors and assigns, that certain tract or parcel of land situate, lying and being at Mauldin, Greenville County, South Carolina, as particularly described in said deed to which reference is hereby made; and

WHEREAS said deed contains a clause reading as follows:

"Grantee hereby agrees, as a part of the consideration of this conveyance, to construct within one year from November 24, 1972, on the land hereby conveyed for occupancy by Grantee a warehouse containing a minimum of 50,000 square feet of floor space, and further agrees that, if the construction of said warehouse shall not have been completed within said period of one year (which said period of time shall be extended by any acts of God, strikes or force majeure), Grantor shall have the right and option to repurchase the property hereby conveyed, provided notice of intention to do so is given within ninety (90) days after the expiration of said one-year period, and upon receipt of notice from Grantor of its intention to exercise that right and option, Grantee further agrees to reconvey promptly the hereinabove described land to Grantor, its successors or assigns, in fee simple, free and clear of all liens and encumbrances to which said property may have become subject since its acquisition by Grantee, in which event Grantor, its successors or assigns, simultaneously with the execution and delivery to it of the deed of reconveyance, shall pay to Grantee the amount of the purchase price hereof, being the sum of Twenty-Eight Thousand Eighty Dollars (\$28,080.00), without interest"; and

WHEREAS said warehouse has been constructed to the satisfaction of Grantor;

NOW THEREFORE Grantor, for and in consideration of the premises and of One Dollar to it paid by Grantee, the receipt of which is hereby acknowledged, hereby recognizes that all conditions in said deed pertaining to the construction of a warehouse on the parcel of land conveyed by said deed have been fully met by Grantee, and does hereby confirm the title of Grantee to said parcel of land, free from all conditions set forth in the above quoted clause.

IN WITNESS WHEREOF Grantor has caused these presents to be duly executed and its corporate seal to be hereto affixed and to be attested by its Assistant Secretary, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Ronald N. Grove
Ronald J. [Signature]

SEABOARD COAST LINE RAILROAD COMPANY

By Clayton S. Lopez
Vice President

Attest: [Signature]
Assistant Secretary

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