

LESS, HOWEVER, a tract of 10-1/8 acres conveyed to John Ward by deed recorded in Deed Book WW at page 31 and LESS also a tract of 20 acres conveyed to J. E. Henderson by deed recorded in Deed Book 44 at page 131, and LESS a parcel of 2.09 acres conveyed by the Mortgagee herein to John Z. Leigh and Judith E. Leigh by deed dated February 29, 1972, recorded in Deed Book 938 at Page 92, and a parcel of 2.28 acres conveyed by the Mortgagee herein to Judith E. Leigh by deed dated October 17, 1975, recorded in Deed Book 1026 at Page 151.

This being the identical property conveyed to the Mortgagor herein by deed of D. L. Cunningham dated March 15, 1980, recorded in the RMC Office for Greenville County in Deed Book 1124 at Page 573, on April 24, 1980.

SPECIAL PROVISION:

In the event that the Mortgagor shall request that any portion of the subject premises be released from the lien of the within mortgage to accommodate a sale thereof, the Mortgagee agrees to release such portion of the property upon payment toward the indebtedness of the entire net proceeds of sale, exclusive of closing costs, real estate commissions, attorneys' fees, stamps, and other selling expenses; provided, however, that the Mortgagee shall have approved the proposed sales price in advance, which approval shall not be unreasonably withheld. In the event that the Mortgagee shall determine that the proposed sales price does not represent the fair market value of the property to be sold and refuses to approve such sale, the fair market value of the property to be sold, for the purposes of this agreement, shall, at the option of the Mortgagor, be determined by arbitration. In such event, the Mortgagor shall notify the Mortgagee of his intent to submit the question to arbitration and shall appoint a qualified real estate salesman, developer, and/or appraiser to serve as his arbitrator. The Mortgagee shall within fourteen (14) days thereafter appoint an arbitrator of similar qualification and the two so appointed shall select a third. In the event that the arbitrators determine that the proposed sales price is equal to or greater than the fair market value of the property, the Mortgagee shall forthwith give his approval to such sale and be paid the net proceeds of sale as provided hereinabove. The decision of any two of the arbitrators shall constitute the decision of the arbitration panel. Should the arbitrators be unable to determine the fair market value of the premises to be sold, the question shall thereafter, at the option of the Mortgagor, be determined by a court of competent jurisdiction.

Anything contained herein to the contrary notwithstanding, Mortgagee agrees to release without payment therefor such portions of the mortgaged premises as may lie within the rights-of-^{way} roadways presently existing or hereafter constructed which are necessary for, and utilized in conjunction with, the subdivision of the mortgaged premises into tracts or lots.

The premises hereinabove described contains 82.93 acres more or less and is shown on plat entitled "Property of D. L. Cunningham" prepared by C. O. Riddle, Reg. L.S., in July, 1962, reference to which is hereby craved for a more accurate description of the within mortgaged premises.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said D. L. Cunningham,

his Heirs, Successors and Assigns forever, And I do hereby bind myself and my Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said D. L. Cunningham,

Heirs, Successors and Assigns, from and against me and my Heirs, Executors, Administrators, Successors and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

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