

the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(8) By delivery and acceptance of this mortgage and the note hereby secured, Mortgagor and Mortgagee further covenant, acknowledge and agree that at any time and from time to time during the term of this mortgage, upon the request of Mortgagor, Mortgagee shall release from the lien of this mortgage any portion of the property hereinabove described on the basis of a release price of Thirty Thousand and No/100 (\$30,000.00) Dollars per acre. In calculating the property to be released, the following payments shall be included and considered as payment on the release price: (a) Forty Thousand and No/100 (\$40,000.00) Dollars, receipt of which is hereby acknowledged by Mortgagee; (b) any regular principal payment of said note; and (c) any prepayment of said note. Notwithstanding the obligation and agreement of Mortgagee to release property from the lien of this mortgage as herein provided, with respect to any release of property requested by Mortgagor which includes property fronting on Sulphur Springs Road, the ratio, proportion or percentage of the linear front footage on said Road of the property being released to the total linear front footage of the property covered by this Mortgage fronting on said Road shall not be greater than the ratio, proportion or percentage of the area of the property being released to the area of the property covered by this mortgage. Mortgagee agrees to execute such document or documents as may be necessary to give notice of the lien release provided for herein on the public records of Greenville County.

(9) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers on this the 2nd day of May, 1983.

Signed, sealed and delivered  
in the presence of:

James J. Houston  
Raye D. McCall

C.A.N. ENTERPRISES, INC. (SEAL)

By: Wiley M. C. C. C.  
PRESIDENT