

REAL ESTATE MORTGAGE

MAXWELL POINTE INVESTORS, a
South Carolina General Partnership

TO

MARGARET LOUISE M. GRIFFITH, RUBY
CAROLYN M. ROSAMOND, JAMES ALBERT
MAXWELL, JIM M. MAXWELL, JOE B.
MAXWELL AND SMITH L. MAXWELL

principal at the time of said release or releases. Likewise, any prepayments of the \$58,365.00 annual payments of principal due under the note which this mortgage secures which have been generated through payments of releases of acreage from the above described property at the per acre rate of \$32,500.00 shall be credited toward any next ensuing and due obligatory annual payments of principal due on the note which this mortgage secures. In the release computations contained in this paragraph the payments at closing over and above the face amount of this note and mortgage shall not be counted.

All property released subject to the foregoing provisions shall extend or run back the entire depth of the property from frontage on the northern side of Woodruff Road to the rear boundary line thereof, except for that portion of the property which, if extended in a parallelogram the entire depth of the property, would have no road frontage on Woodruff Road. All released segments or acreage shall, insofar as practicable, have in running the entire depth of the property at least as much width on the rear property line as such segment or acreage has frontage on Woodruff Road.

Neither the Mortgagor, Maxwell Pointe Investors, a South Carolina General Partnership, nor any Partner therein shall have any personal liability on the note which this mortgage secures or under the terms and conditions of this mortgage, for a deficiency judgment or otherwise, and in the event of a default in the terms and conditions of this mortgage or the note which this mortgage secures, the owner and holder of said note and mortgage shall have as its or their exclusive remedy therefor only the foreclosure of the above described property in accordance with the terms and conditions of said note and mortgage.

Recorded July 22, 1983 at 10:11 A.M.

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