

FILED
GREENVILLE CO. S. C.

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MAR 21 1974

DONNIE L. STANLEY

THIS RELEASE, Made this 21st day of March, 1974, between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter called "Grantor", and FACO CORPORATION, a South Carolina corporation, whose mailing address is Post Office Box 2587, Greenville, South Carolina 29602, hereinafter called "Grantee", WITNESSETH:

WHEREAS, by deed dated January 15, 1973, recorded in Deed Book 965, page 641, public records of Greenville County, South Carolina, Grantor conveyed to Grantee, its successor and assigns, that certain tract or parcel of land situate, lying and being in 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 January 26, 1973, on the land hereby conveyed a warehouse containing a minimum of 30,000 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 Thirty-Nine Thousand Seven Hundred Thirty-Eight and 60/100 Dollars (\$39,738.60), 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:

J. C. Kozel, Jr.

[Signature]

SEABOARD COAST LINE RAILROAD COMPANY

By

Charles R. Lopez
Vice President

Attest:

[Signature]
Assistant Secretary

(CONTINUED ON NEXT PAGE)