

R. E. M. Book 1162 page 649.

Release of Lot 44, Foxcroft, Sec. 1, see R. E. M. Book 1175 page 117.
Release of Lot 53, Foxcroft, Sec. 1, see R. E. M. Book 1195 Page 31.

Pelham Road; thence N 9-20 W 165.1 feet to an iron pin; thence N 20-52 W 553 feet to an iron pin, corner of property now or formerly of Marjorie W. Ligon; thence along the Ligon line S 79-51 W 1035.3 feet to an iron pin; thence N 10-32 E 350.6 feet to an iron pin; thence N 80-06 W 407.5 feet to an iron pin, the westerly side of future street designated on said plat as Foxcroft Road; thence along the westerly side of said future street N 9-54 E 41.8 feet to an iron pin, N 3-26 E 70.1 feet to an iron pin, N 9-50 W 71.4 feet and N 16-23 W 1665.6 feet to a point in the center of Devenger Road; thence along the center of said Devenger Road S 70-19 E 76.8 feet, S 86-21 E 100 feet, N 87-59 E 100 feet and N 86-11 E 1129 feet to a point in the center of said Road; thence turning and leaving the center of said Road S 3-49 E 325 feet to an iron pin; thence N 88-28 E 239.2 feet to an iron pin; thence S 7-04 W 636.2 feet to an iron pin; thence S 52-14 E 411.8 feet to an iron pin; thence S 86-44 E 605 feet to a point on Meadow Wood Drive; thence along Meadow Wood Drive S 3-58 E 1187 feet to a point; thence S 86-25 W 32.7 feet to an iron pin on the westerly side of Meadow Wood Drive, the point of beginning.

This mortgage is subordinate and junior to that certain mortgage given by the mortgagors herein to Southern Bank & Trust Company in the face amount of \$300,000.00. The mortgagor herein does hereby agree to release from the lien of this mortgage any lot in the subdivision upon the payment of the sum of \$2,000.00, provided, however, that any such lot to be released shall contain an area not in excess of 24,000 square feet. If such lot contains more than 24,000 square feet the release price shall be increased by an amount equal to \$.10 per square foot in excess of the said 24,000 square feet to be rounded to the nearest \$100.00. Such payment for the release of any such lot shall be applied to the indebtedness as provided for in the Agreement dated August 6, 1968, by and between Fred H. Hudson on the one part and John C. Cothran, Ellis L. Darby, Jr. and M. G. Proffitt, Jr. on the other part, as amended by instrument dated the 26th day of May, 1969.

For release, lot 89, Sec. 1, see R. E. M. Book 1202 page 438
For release, lot 80 A Sec. 1, see R. E. M. Book 1203 page 460.
For release, lots 23 + 54 Sec. 1 see R. E. M. Book 1216 page 578
For release, lots 102, 103, 8, 7 + 82, Sec. 1 see R. E. M. Book 1213 page 500

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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 mortgagee, its heirs, successors and assigns forever. And the said mortgagor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said mortgagee, the mortgagee's heirs, successors and assigns, from and against itself, its successors and assigns, and every person whomsoever claiming or to claim the same or any part thereof.