

It is understood and agreed that the mortgagee may at any time, without notice to any person, grant to the mortgagor any indulgences or forbearance, or any extension of time for the payment of any indebtedness secured hereby, or allow any change or changes, substitution or substitutions of any of the property described in this mortgage or any other collateral which may be held by the mortgagee without in any manner affecting the liability of the mortgagor, any endorsers of the indebtedness hereby secured or any other person for the payment of said indebtedness, together with interest and any other sums which may be due and payable to the mortgagee, and also without in any manner affecting or impairing the lien of this mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the mortgagee may at any time, without notice to any person, release any portion of the property described in this mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the mortgagor, all endorsers, if any, and all other persons who are or shall be liable for the payment of said indebtedness, and without affecting, disturbing, or impairing in any manner whatsoever the validity and priority of the lien of this mortgage for the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the mortgagee. It is distinctly understood and agreed by the mortgagor and mortgagee that any release or releases may be made by the mortgagee without the consent or approval of any other person or persons whomsoever.

It is understood and agreed that the mortgagor will not transfer fee simple title to all or any part of that portion of the mortgaged premises which is described in the written indenture of lease by and between the mortgagor as lessor and Humble Oil & Refining Company, dated December 28, 1971, a short form of which is recorded in the RMC Office for Greenville County, S. C., in Deed Book 932, Page 421, without first obtaining the written consent of the mortgagee, which consent will not be unreasonably withheld. Specific reference is made to the recorded short form of lease set forth above for the complete description of said portion of the mortgaged premises to which this provision applies.

All appraisements and homestead laws are hereby expressly waived.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors or assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the mortgagor, McAlister Development Company, by its sole General Partner, The McAlister Corp., has caused these presents to be duly executed by its duly authorized officers, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Harry R. Stephenscraft
Anita C. Yates

McALISTER DEVELOPMENT COMPANY (LS)

By THE McALISTER CORP.
(Its Sole General Partner)

By Thomas W. Coffey
President

And Mary L. Shaw
Assistant Secretary

