

1. Mortgage from Deffet Rentals, Inc. to John W. Murphree Company, of even date herewith, recorded in the R.M.C. Office for Greenville County, in Mortgage Book 1298, at Page 83.

2. Financing Statement from Deffet Rentals, Inc. to John W. Murphree Company of even date herewith recorded as Instrument No. \_\_\_\_\_, in the Office of the Secretary of State of South Carolina and as Instrument No. \_\_\_\_\_, in the R.M.C. Office for Greenville County, South Carolina.

3. Right-of-way conveyed to Duke Power Company for transmission power line, said right-of-way being 150 feet wide, extending from a point in the northeasterly line of Francis T. Tindall, et al, property, said point being N 20-14 W 214.1 feet from the southeasterly corner of said property, and running thence N 85-26 E 1432.2 feet to a point in the northwesterly line of the Thomas S. Bruce property; said right-of-way being dated January 17, 1963, and recorded in Deed Book 715, Page 131, RMC Office for Greenville County, S.C.

4. Right-of-way to Duke Power Company granting an easement for the construction of a power line together with the right to keep said line clear of trees and other obstructions which might endanger the same, dated July 29, 1949, recorded in Deed Book 388, Page 539, aforesaid record.

5. Title to that portion of the property within the bounds of Hillandale Road and S. Parker Road.

6. Rights of others entitled thereto in and to the continued uninterrupted flow of streams and/or branches on the premises.

7. Unrecorded Ground Lease dated September 15, 1972, between Trans-South Corporation as Lessor and Keep Corp., as Lessee, the term of said Lease being from month to month.

8. Rights of Dan E. Bruce to purchase not less than two acres or more than 3½ acres of subject property along the boundary line of Paris Mountain Commercial Properties, Inc., tract under terms of unrecorded agreement between Dan E. Bruce and U. Grant Browning and Trans-South Corporation dated September 9, 1972, and February 8, 1973.

The Mortgagee agrees that it will release from the lien of this Mortgage portions of the premises from time to time, provided Mortgagor pays to Mortgagee the release price per acre of the premises to be so released, which sums shall be credited against the principal of the indebtedness secured hereby. "Release Price" as used herein shall be defined as one-half of the difference between the net sales price per acre of any of the premises sold by the Mortgagor from time to time and the figure Eleven Thousand