CONTINUATION

REAL ESTATE MORTGAGE

ASHETON, INC.

TO

FRED B. JONES

note which this mortgage secures shall count toward and be credited toward the releases to be given without additional payment of principal at the rate of \$4,000.00 per acre on lots sought to be released; provided, however, that at no time during the term of this note and mortgage shall there be released exceeding in acreage an amount equal to the total amount of all principal paid on said note and mortgage by Mortgagor divided by \$4,000.00 per acre.

Any prepayments of the whole or any part of the principal due on this mortgage or the note which it secures, and all prepaid or anticipated portions of the principal due on said note and mortgage generated through the releases of lots on an acreage basis as above provided and notwithstanding the foregoing provisions, shall be subject to the condition that the Mortgagor shall substitute collateral of a value sufficient to secure the property which the Mortgagor would then be entitled to have released at the value of \$4,000.00 per acre. Such collateral shall consist of assets which shall be satisfactory to the Chief Loan Officer of the First National Bank of South Carolina, Greenville, South Carolina, as though such bank were substituted as the mortgagee herein. Any substituted collateral shall be located in Greenville County, South Carolina. The above determination of substituted collateral shall be binding and conclusive upon all the parties hereto. Nothing contained herein shall be construed to allow the Mortgagee to receive or withdraw any part of the substituted collateral prior to each installment date fixed in the note. Any arrangements herein required for the substitution of collateral shall not result in any additional cost or expense to the Mortgagor.

AECORDED MAR 31 1981

at 3:20 P.M.

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