

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

RELEASE & SUBORDINATION AGREEMENT

FOR VALUE RECEIVED, I, Clyde L. Miller, individually and Clyde L. Miller as trustee under agreement and Declaration of Trust dated June 30, 1955 by and between Jack K. Wherry and Elizabeth F. Wherry as donors and Clyde L. Miller as trustee, the owner and holder of that certain note and mortgage executed by Talmer Cordell in the amount of \$3200.00 recorded December 20, 1960 in mortgage volume 845, at page 255 of the RMC-Office for Greenville County, S. C., hereby release and subordinate said mortgage in favor of the within mortgage given by Talmer Cordell to John T. Wilkins in the amount of \$6,000.00, so that the mortgage which I hold will be junior in rank to the within described mortgage to John T. Wilkins.

IN WITNESS WHEREOF I have hereunto set my hand and seal this the 21st day of November, 1961.

IN THE PRESENCE OF:

*Catherine Pearson*  
*Genobia Cox*

*Clyde L. Miller*  
Clyde L. Miller, individually  
and as trustee

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

PROBATE

Personally appeared before me, Catherine Pearson who being duly sworn, says that she saw the above named CLYDE L. MILLER, INDIVIDUALLY AND CLYDE L. MILLER AS TRUSTEE UNDER AGREEMENT AND DECLARATION OF TRUST DATED JUNE 30, 1955 BY AND BETWEEN JACK K. WHERRY AND ELIZABETH F. WHERRY AS DONORS AND CLYDE L. MILLER AS TRUSTEE, sign, seal and as his act and deed deliver the above release and subordination agreement and that she with Genobia Cox witnessed the execution thereof.

SWORN TO BEFORE ME, THIS THE  
21 DAY OF NOVEMBER, 1961.

*Catherine Pearson*

*Wendell Taylor*  
Notary Public for S. C.

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 John T. Wilkins, his

Heirs and Assigns, forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And I the said mortgagor, agree to insure the house and buildings on said land for not less than Six Thousand (\$6,000.00) Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event I shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee may, at his option, declare the full amount of this mortgage due and payable.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said mortgagor, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void, otherwise to remain in full force and virtue.