

For release lot 199 Sec. 2 see R.E.M. Book 1178 page 34

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) SUPPLEMENTAL AGREEMENT TO MORTGAGE

THIS SUPPLEMENTAL AGREEMENT made and entered into this 23rd day of November, A. D., 1970, by and between Lindsey Builders, Inc., a South Carolina corporation, herein called "Mortgagor", and First Piedmont Bank and Trust Company of Greenville, S. C., herein called "Mortgagee".

FILED
GREENVILLE CO. S.C.

WHEREAS, the Mortgagor has obtained a loan from the Mortgagee in the sum of \$300,000.00 as evidenced by a note and a mortgage of even date for the development of the subdivision known as ROCKVALE, Section 2, in Gantt Township, Greenville County, South Carolina, as shown on a plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book QQ, page 109.

WHEREAS, this Supplemental Agreement is incorporated in by reference and made a part and parcel by way of supplement to that certain mortgage instrument executed by Lindsey Builders, Inc. to First Piedmont Bank and Trust Company dated November 23, 1970, covering said subdivision and recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1173, page 473.

WHEREAS, said mortgage contains a provision that the Mortgagee may advance to the Mortgagor loan advances and readvances or credits in recurring amounts which do not exceed the total indebtedness secured by said note and mortgage in the original amount shown on the face thereof.

NOW, THEREFORE, for and in consideration of the aforesaid mortgage loan given by the Mortgagee to the Mortgagor on this date, the receipt and sufficiency whereof are hereby fully acknowledged, and in order to carry out the provisions thereof the Mortgagor and Mortgagee do hereby covenant and agree as follows:

1. The Mortgagee shall release promptly in due form of law upon request by the Mortgagor or any other party from the lien of the above mentioned mortgage any lot in Rockvale Subdivision, Section 2, upon which no residential dwelling has been constructed upon payment to the Mortgagee of the total sum of \$1700.00.
2. The Mortgagee further covenants and agrees to promptly release upon request by the Mortgagor or any other party from the lien of the above mentioned mortgage any lot in said Subdivision upon which a residential dwelling has been constructed, or is in the process of construction, upon payment to the Mortgagee by such party of the total sum loaned or advanced as a construction loan on said dwelling lot by the Mortgagee.
3. No party dealing with the Mortgagee or obtaining a release from said mortgage shall be under a duty to inquire as to whether or not a dwelling has been constructed upon a given lot or as to the correct amount advanced or loaned by the Mortgagee upon any dwelling or other improvement on a given lot so that any release given pursuant to the terms hereof shall be binding and conclusive upon the Mortgagee and Mortgagor.
4. The terms and conditions contained herein shall inure to the benefit of and become binding upon the undersigned parties, their successors and assigns.
5. This Agreement is incorporated in by reference and is a part and parcel of that certain mortgage instrument executed by Lindsey Builders, Inc. to First Piedmont Bank and Trust Company of even date herewith covering Rockvale Subdivision,

1.
(CONTINUED ON NEXT PAGE)

*For Release lots 213, 214 + 216 Rockvale sec 2, see R.E.M. Book 1191 page 576.
For Release of lots 169, 174 + 177, Rockvale, Sec 2, see R.E.M. Book 1188 page 132.*