


property herein conveyed and the 2.63 acre tract of Walker Green and running thence with Ponders Road the following courses and distances, to-wit: N. 81-52 E. 73.7 feet to a point; N. 88-50 E. 300.0 feet to a point; N. 84-39 W. 50.0 feet to a point; N. 69-35 E. 50.0 feet to a point; thence leaving Ponders Road N. 89-44 E. 33.1 feet to an iron pin; thence S. 14-21 E. 131.2 feet to an iron pin on the northern edge of the right of way of the intersection of Interstate 85 and Interstate 385; thence with the edge of said right of way the following courses and distances to-wit: S. 58-35 W. 100.0 feet; S. 62-53 W. 100.0 feet; S. 67-11 W. 100.0 feet; S. 71-29 W. 100.0 feet; S. 76-14 W. 121.7 feet; S. 79-32 W. 32.0 feet to an iron pin at joint corner with property of Walker Green; thence with the Walker Green property line N. 4-47 W. 292.1 feet to a nail in Ponders Road being the point of beginning. This is a portion of the property conveyed to Douglas Green by Walker Green in Deed Book 418, at page 467. ALSO: ALL that certain piece, parcel or lot of land in the State and County aforesaid and shown as a 1.35 acre tract of Douglas Green on the above referred to plat, and having, according to said plat the following metes and bounds, to-wit: BEGINNING at an old nail in Ponders Road at the joint corner of the property herein conveyed and the 2.63 acre tract of Walker Green and running thence with the Walker Green property line S. 23-03 E. 284.2. feet to an iron pin on the northern edge of the Interstate #385 right of way; thence with said right of way the following courses and distances to-wit: N. 82-15 W. 100.0 feet to a point; N. 77-57 W. 100.0 feet to a point; N. 73-39 W. 100.0 feet to a point; N. 70-03 W. 68.0 feet to a point; thence leaving said right of way N. 18-18 E. 135.0 feet to an iron pin; thence N. 57-10 E. 65.6 feet to an old nail in Ponders Road, being the point of beginning. This is a portion of that property conveyed to Douglas Green by Miles R. Busbee and Louise C. Busbee in Deed Book 588, at page 215.

RELEASE AND/OR PREPAYMENT: It is understood by and between the parties that mortgagors may from time to time require the release or subordination of said mortgage as to all or a portion of said property.

In accordance therewith, it is agreed that a fair method of providing for same shall be negotiated between the parties under the following guide lines:

- 1) The release or subordination shall not be unreasonably held.
- 2) If Mortgagee is willing to accept a partial payment directly for release, said land shall be released on payment of 125% of the prorata mortgage indebtedness.
- 3) If Mortgagee is willing to accept a prepayment, he will negotiate the possibilities of a substitution of collateral or security providing that the substitution will not change the terms of the installment obligation; will not actually or constructively amount to a receipt or a prepayment and will not materially reduce or increase the security.


Lawrence E. McNair


Walter S. Griffin