800x 1291 PAGE 178

- 1. Grantees herein agree that Grantor is entitled to release the property from this mortgage upon the following terms and conditions:
- (a) Grantees shall release parts or portions of the property from the lien of this mortgage by the execution and delivery of appropriate quitclaim deed or deeds.
- (b) Grantees shall release the part or portion of the property so designated .by Grantor upon payment of the price to be determined by the amount of acreage sought to be released.
  - (c) The release price shall be \$540.00 per acre.
- (d) Grantor is entitled to a release for all payments made toward the reduction of principal of the note. Such rights of release shall be cumulative and may be asserted by Grantor at will after such payments. Grantor shall receive credit towards such release price for annual installments of principal as well as prepayments of principal.
- (e) All parcels released shall consist of a minimum of one (1) acre and each parcel released shall be contiguous.
- (f) Each instrument of release shall include all of Grantees right, title, and interest in and to any street or road ajoining the property released.
- (g) Grantees further agree to grant licenses and easements to appropriate utility or service companies for the installation and maintenance of sewers, water supplies, gas, electric power, and roads.
- (h) Income from the harvest of pulpwood, saw timber and any other timber shall be delivered to the holder of the mortgage; provided that:
- (i) In any one (l) year up to Ten Thousand Dollars from timber harvest may be applied to the next payment due to Grantees.
- (ii) In addition to the above, Grantor shall be entitled to use up to Twenty Thousand Dollars from timber harvest for such improvements to the property, Grantor's in/discretion, and such amounts shall be in addition to the Amounts specified in the two preceding paragraphs.
- 2. Grantor shall have the right to prepay the note in whole or on part at any time without penalty and without further interest on the amount prepaid from day of prepayment. All prepayments of principal shall be accompanied with payment of accrued interest on said amount from the date of the last interest payment or the date of the note whichever is most recent. All partial prepayments of principal shall be credit against the next principal payment due hereunder as set forth above and if on any regular installment date, no principal is due because of such prepayments, accrued interest on the unpaid balance shall be paid nevertheless.
- 3. Grantor named herein is not and shall not become personally liable for the payment of the principal or interest due on the notes secured hereby or for non-compliance with any of the other covenants or obligations contained in said note or this mortgage and Grantees herein agree that in no event shall any deficiency judgment be sought or secured against Grantor it heing the intention of the Grantor and the Grantees/for the satisfaction of the obligation shall be against the real property securing said obligation hereunder.
- 4. Grantees shall not exercise any of their remedies for default hereunder (including without limitation the right of acceleration of the balance of indebtedness hereunder) until the thirtieth day after written notice of said default (which written notice shall specify the nature of all such defaults and set out the method for cure of such defaults) is provided to Grantor; if Grantor has not cured all such defaults by said thirtieth day after such notice, Grantees shall then be empowered to exercise all of their said remedies under said note and said mortgage.
- 5. The provisions contained in this note and mortgage shall be binding upon and inure to the benefit of the Grantor and Grantees becaunder and their respective heirs, executors, administrators, legal representatives, successors and assigns.

1328 PV.9