

17. The Mortgagee agrees to release from the lien of this Mortgage one (1) acre of the subject property for each Ten Thousand and No/100 (\$10,000.00) Dollars reduction in the outstanding principal amount of the loan, provided, however, that that parcel adjoining the Northeast boundary of the property leased to East Greenville Restaurant, Inc. at a depth of two hundred fifty (250) feet and abutting the West side of Pleasantburg Drive by two hundred fifty (250) feet may be released only upon the payment of One Hundred Thousand and No/100 (\$100,000.00) Dollars.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all of the terms, conditions, and covenants of this mortgage, of the note secured hereby or of any other agreement by the Mortgagor in connection therewith, this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage, of the note secured hereby, of the loan commitment, security agreement, building or construction loan agreement, or of any other agreement by the Mortgagor in connection therewith, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall

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