

That in order that the rights, interests, intentions, and purposes of the parties be clearly understood herewith and protected, this agreement is being made a tri-party contract.

It is understood and agreed that prior to moving of the aforementioned equipment onto the lands of Joncas on the Poinsett Highway and lot purchased from Berry's and before installation of the equipment in the building, that this agreement will be executed by all three parties.

It is understood and agreed that Joncas has ownership and title to the property and equipment mentioned in schedule "A" and any other personal property and equipment subsequently brought onto the lands and installed in the buildings thereon. That upon installation of the property and equipment on the lands and in the building or buildings of Joncas as aforesaid, that said equipment will be personal property of Joncas, its successors, assigns or purchasers, and not fixtures, and will not attach to, merge or mesh with or become part of the real estate or freehold of said Joncas, its successors, assigns or purchasers, or become merged or meshed with, incidental to, connected with, subordinated to, attached to or enhance the value of the real estate or mortgage given by Joncas to Berry's, its successors, assigns or purchasers on said property as mentioned aforesaid, or any waivers, modifications, renewals, extensions, assignments, subordinations or agreements of any kind of said mortgage.

That the the mortgage and lien given by Joncas to Berry's of December 7th, 1967 will not be effected in anyway manner or form nor enhanced in value, nor will the real estate become enhanced in value by the placing and installing of the aforesaid equipment and personal property on said Joncas real estate on Poinsett Highway, in the County of Greenville, to the extent that the aforesaid mortgage will not become better secured by the installation of the equipment and personal property, and that no lien, title, right, interest or otherwise shall Berry's have over or to the equipment and personal property at any time.

It is understood and agreed that the said C & S is to have a first lien on the aforementioned personal property in accordance with the security agreement and note from Joncas to C & S dated February 20, 1968, and that Berry's, its successors, assigns, or purchasers are not to have a lien upon, interest, title, right or claim upon or to the said personal property and equipment as aforesaid. That the C & S is not to have a lien upon, interest, title, right or claim upon the real estate of Joncas on the Poinsett Highway.

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