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(d) CHARLES E. UPCHURCH agrees that he will use his best efforts to aid the General Partners in negotiating the renewal of the C. Douglas Wilson and Company mortgage as here and above set out for an additional period of one year from its current due date, said renewal to be at the interest rate of twelve (12%) percent or less, to the Partnership. In the event that the parties are unable to renew said loan for an additional year from its due date or in the event they are unable to renew it at an interest rate of twelve (12%) percent or less, or are unable to obtain a new loan at the rate of twelve (12%) percent or less, then this Agreement shall become null and void at the option of the General Partners and in such event, their heirs and assigns shall execute such instruments as are necessary to transfer their individual as well as the Partnership's interest in said property to CHARLES E. UPCHURCH and he agrees to release the General Partners from all of their obligations hereunder, both individually and as General Partners. This provision, however, shall no longer be applicable upon the date KENNETH W. REESE and KENNETH L. NUTT have paid the note due CHARLES E. UPCHURCH representing the balance of the purchase price of the 85% interest in the properties described in Schedules A and B which the General Partners have conveyed to the Partnership.

(e) KENNETH W. REESE and KENNETH L. NUTT in purchasing the 85% interest in the properties described at Schedules A and B have executed two notes to CHARLES E. UPCHURCH, said notes being secured by mortgages to the properties described at Schedules A and B. In addition to the mortgages, the notes will be further secured by an additional \$15,000.00 of acceptable collateral to CHARLES E. UPCHURCH, which collateral is in the form of a note and deed to secure debt to a certain tract or parcel of land in Clayton County, Georgia, said collateral to be held on the terms and conditions contained therein.

(f) It is understood and agreed between each of the parties hereto that the provisions of this Article 15.13 are inconsistent with certain other provisions of this partnership agreement and it is the intention of all the partners that in such case the provisions of this Article 15.13 shall supersede said other provisions. In the event this partnership is terminated under the provisions of this Article 15.13, then KENNETH W. REESE, KENNETH L. NUTT and MELVIN R. LAUNIUS agree to execute such deeds, agreements and other documents as are necessary to effectuate a complete dissolution of the partnership in such a manner as to transfer all of the partnership's assets to CHARLES E. UPCHURCH.

IN WITNESS WHEREOF, the parties hereto, after first being duly sworn, have affixed their hands and seals the day and year first above written.

WITNESSES:

[Signature]
[Signature]

[Signature]
[Signature]

GENERAL PARTNERS

Kenneth W. Reese (SEAL)
KENNETH W. REESE

Kenneth L. Nutt (SEAL)
KENNETH L. NUTT

LIMITED PARTNERS

Charles E. Upchurch (SEAL)
CHARLES E. UPCHURCH

Melvin R. Launius (SEAL)
MELVIN R. LAUNIUS

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