

W1023 10-19-

Thousand and Eighty (\$100,080.00) Dollars of which shall be paid in cash upon the initial release as hereinabove provided leaving a balance due on the Cunningham Note and Mortgage of Two Hundred Twenty Six Thousand Seven Hundred and Ten (\$226,710.00) Dollars after payment of which to Fidelity Federal the balance due on said Cunningham Note and Mortgage of One Hundred Seventeen Thousand Nine Hundred and Forty (\$117,940.00) Dollars shall be paid over and remitted to C&S fifty-five (55%) percent and to the McNamaras forty-five (45%) percent. It is the further intention of this agreement that said Three Hundred and Forty Four Thousand Six Hundred and Fifty (\$344,650.00) Dollar Note and Mortgage shall be assigned to Fidelity Federal for collateral security purposes and that the C&S and the McNamaras shall participate in said security as junior lien holders after satisfaction of the aforesaid obligation to Fidelity Federal. The terms and conditions contained in this agreement shall inure to the benefit of becoming binding upon the undersigned parties, their heirs, assigns, successors and executors and administrators. The terms and conditions contained herein are to be construed as supplemental in agreement to the terms and conditions of the aforesaid original notes and mortgages given by Holly Tree to Fidelity Federal, C&S and the McNamaras dated February 1, 1973, recorded in the RMC Office of Greenville County, S. C. in Mortgage Book 1265, Page 442, Page 618 and Page 621.

IN WITNESS WHEREOF, the undersigned parties have caused this agreement to be executed this date and year first above written.

In the Presence of:
Stanley Gary
W. P. Davis

HOLLY TREE PLANTATION
 By: *Jack E. Shaw*
 Jack E. Shaw

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