CP: 5 FED CO. S. C 11 42 AH 182

STATE OF SOUTH CAROLINA $H_{C}^{(1)}$ $\stackrel{\mathcal{E}_{R}}{\hookrightarrow}$ $\stackrel{\mathcal{E}_{R}}{\hookrightarrow}$ A G R E E M E N T COUNTY OF GREENVILLE)

WHEREAS, Francis G. Crosby and Marian G. Decker are the owners of a 1.12 acre tract of land conveyed to them by Barto Hendricks, Jr., said acreage being shown on a plat entitled "Survey for Francis G. Crosby and Marian G. Decker", prepared by R. B. Bruce, RLS, 3 September 1982, and

WHEREAS, Francis G. Crosby and Marian G. Decker have executed and delivered unto Jim Walter Homes, Inc. their certain note secured by a mortgage over the property mentioned above, which mortgage is to be recorded simultaneously herewith, and

WHEREAS, it is the intention of Francis G. Crosby and Marian G. Decker and Jim Walter Homes, Inc., or any subsequent owner of the aforementioned mortgage to protect the interests of Barto Hendricks, Jr. in and to the aforesaid acreage,

NOW KNOW ALL MEN BY THESE PRESENTS That we, Francis G.

Crosby and Marian G. Decker, do hereby agree that should we
default in our mortgage to Jim Walter Homes, Inc., or any successor
owner of said mortgage, that we do hereby agree to such mortgage
owner giving to Barto Hendricks, Jr. the "first right of refusal"
to purchase said mortgage from its then owner, and Jim Walter
Homes, Inc., or any subsequent purchaser of said mortgage,
approves the assignment of said mortgage to Barto Hendricks, Jr.
upon payment of the then existing balance.

Provided, further, that should Francis G. Crosby and Marian G. Decker, during the life of said mortgage, convey said property to Barto Hendricks, Jr., Jim Walter Homes, Inc. binds itself or any subsequent owner of said mortgage to permit said mortgage to be assumed at its original interest rate and on the same terms and conditions as the original mortgage.

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