

amount of \$1,736,807.95, payable to the order of Hampton Arms Apartments (hereinafter "the Note"), and any security given therefor.

2. **LIABILITIES:** Appearers further acknowledge that the total liabilities of the Partnership are as follows:

(a) Promissory note, dated June 26, 1967, in the original principal amount of \$750,000.00, payable to the order of Cameron-Brown Company, which note was subsequently assigned to The Life Insurance Company of Virginia, secured by mortgage from Hampton Arms, a Partnership, to Cameron-Brown Company, of even date therewith, recorded in the Office of the R.M.C. for Greenville County, South Carolina, in Mortgage Book 1061, Page 487, subsequently assigned to The Life Insurance Company of Virginia by Assignment dated February 23, 1968, recorded in Book 1084, at Page 570.

(b) All warranties and obligations arising out of that Chattel Mortgage and Financing Statement from Hampton Arms, a Partnership to Cameron-Brown Company, dated June 26, 1967, recorded in the Office of the R.M.C. for Greenville County, South Carolina, in Book 838, Page 388, subsequently assigned to The Life Insurance Company of Virginia by instrument dated February 23, 1968, recorded in Book 1084, Page 570, and continued by Continuation Statement filed as File No. 83-791 in the R.M.C. Office for Greenville County, South Carolina.

(c) Contingent liabilities arising out of apartment deposits of tenants of Hampton Arms Apartments.

(d) All warranties and obligations arising out of that Purchase Agreement, dated June 18, 1983, by and between Dain Corporation, a Minnesota corporation, and Hampton Arms, a South Carolina general partnership, covering Hampton Arms Apartments.

(e) Obligations to William J. Kirby arising out of that Agreement dated June 3, 1983, by and between Asheville Arms, Charleston Arms, Norton, Womack & Kirby Co., Botany Arms and Hampton Arms (the "Partnerships") and William J. Kirby.

3. **CONSIDERATION:** In full satisfaction of his interest in the Partnership, the Retiring Partner hereby accepts an undivided 1/2 interest in the Note, without warranty, but with full substitution and subrogation in and to all rights and actions of warranty which the Partnership has or may have against all preceding owners or holders.

The Retiring Partner acknowledges that he has no further claim against the Partnership or its assets, or against the Remaining Partners, and the Retiring Partner warrants and