

house; any and all causes of action, whether in law or in equity, arising from any promise, representation, warranty (express or implied) or any other statement made by William Finnell or his agents or servants about the house or the septic tank systems in question; any and all causes of action for alleged failures to disclose some fact or facts about the house or septic tank systems in question; any and all causes of action for breach of express warranty, breach of implied warranty, negligence, recklessness, negligent or fraudulent misrepresentation and/or fraud; and any and all other causes of action, whether in law or in equity, arising out of, encompassed in or in any way related to the litigation styled Smallman v. Finnell, et al., filed in the Court of Common Pleas for Greenville County, known as Civil Action No. 84-CP-23-693, for which the undersigned or her heirs, executors, administrators, grantees, purchasers, successors or assigns may now or hereafter acquire a claim or cause of action against William Finnell, Grace Finnell, Finnell Construction Company and/or The Insurance Company of North America, all of which liability was and is expressly denied.

The undersigned also agrees, warrants, promises and otherwise covenants that she will inform future and/or subsequent purchasers, grantees, successors and assigns of any and all problems allegedly experienced or suffered by the undersigned with respect to Lot 30 or the house or septic tank systems located thereon.

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