

State of South Carolina }  
 County of Greenville }

This Agreement made this 24th day of January, 1929, by and between E. J. Mallard Sr., as Party of the First Part, W. D. Parrish, J. C. Gower and J. W. Symmes, as Parties of the Second Part, and The Brookside National Bank of Greenville as Party of the Third Part,

Witnesseth:

Whereas, the Party of the First Part is indebted to the Parties of the Second Part in the sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars, with accrued interest thereon, evidenced by a note and mortgage dated January 1st, 1920, the mortgage being recorded in the R. M. C. office for Greenville County, in Mortgage Book 88, at page 69, the interest thereon having been fixed by subsequent agreement, at eight (8%) per cent per annum.

Whereas, the Party of the First Part is indebted to The Peoples National Bank of Greenville in the sum of Five Thousand (\$5000.00) Dollars, with accrued interest thereon, evidenced by a note and mortgage dated January 28th, 1919, the mortgage being recorded in the R. M. C. office for Greenville County, in Mortgage Book 46, at page 233; and

Whereas, the Party of the First Part is indebted to the Party of the Third Part in the sum of Five Thousand (\$5000.00) Dollars, with accrued interest thereon (the original amount of the principal being \$8695.00 which by credits thereon has been reduced to \$5000.00), evidenced by a note and mortgage dated December 11th, 1922, the mortgage being recorded in the R. M. C. office for Greenville County in Mortgage Book 129, at page 132; and

Whereas, to better secure the Parties of the Second and Third Parties, the Party of the First Part has conveyed to B. A. Morgan, as Trustee, a lot of land on Sindsel Avenue, in the City of Greenville;

Now, in consideration of the premises and of the mutual agreements herein expressed, it is hereby agreed:

The Party of the Third Part will acquire the note and mortgage held by The Peoples National Bank of Greenville, and herein