

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

THIS AGREEMENT, made and entered into this 15th day of May, 1946, by and between Metropolitan Life Insurance Company, party of the first part, and Wayman W. Henry and Helen B. Henry, parties of the second part, and Walter D. Collins and Frances Foster Collins, parties of the third part, and

WHEREAS, on February 26, 1946, the said parties of the second part made, executed and delivered their certain promissory note in the amount of Five Thousand Five Hundred and No/100 (\$5,500.00) Dollars payable to C. Douglas Wilson & Company, a Corporation, said note being payable Forty-four and 20/100 (\$44.20) Dollars on the 1st day of April, 1946, and the same amount on the first day of each month thereafter, up to and including the first day of March, 1960, on which date the balance due would be due and payable, the said monthly payments to be applied first to the payment of interest on the unpaid balance of principal at the rate of four and one-half (4½%) per cent per annum, and any amount remaining after the payment of said interest would be applied to the unpaid principal, and,

WHEREAS, for the better securing of that note hereinbefore mentioned, Wayman W. Henry and Helen B. Henry, the said parties of the second part, made executed and delivered to C. Douglas Wilson & Company, a certain mortgage bearing even date with said note, embracing and encumbering Lot known and designated as Lot No. 6 of Block "A" of Plat of Augusta Court, made by R. E. Dalton in April, 1923, recorded in Plat Book "F" at Page 124, said improvements being known as 2506 Augusta Road, Greenville, South Carolina, according to the present system of numbering of houses and streets in the City of Greenville, said mortgage being recorded on February 28, 1946, in Liber 342, Page 279, of the land records of Greenville County, said mortgage by reference being made a part hereof in all of its terms, conditions, agreements and premises, and

WHEREAS, on the 26th day of February, 1946, said note and mortgage were assigned to Metropolitan Life Insurance Company, party of the first part, and

WHEREAS, Metropolitan Life Insurance Company, party of the first part, is now the owner of said note as secured by that mortgage hereinbefore mentioned, and

WHEREAS, on the 15th day of May, 1946, the parties of the second part sold the property as encumbered by said mortgage and as described therein, to the said Walter D. Collins and Frances Foster Collins, and

WHEREAS, as a part of the consideration thereof the said parties of the third part did agree to assume the balance of the indebtedness together with all other amounts that are either due or shall become due and payable and all of the obligations as set forth in the said note and mortgage, and

WHEREAS, the party of the first part is agreeable to the releasing of the obligation to pay of the parties of the second part conditioned upon the parties of the third part being obligated and assuming said obligation in all of its terms,

THEREFORE, THIS AGREEMENT WITNESSETH THAT

FOR AND In consideration of the sum of \$1.00 in hand paid, the receipt whereof is hereby acknowledged, and other valuable and good considerations, and the premises hereof, and to make effective the above recitations, the party of the first part hereby discharges and forever releases Wayman W. Henry and Helen B. Henry from any and all liability by reason of said note and mortgage hereinbefore referred to, and forever discharges the parties of the second part from any and all obligation arising therefrom, and

FOR AND IN consideration of the sum of \$1.00 in hand paid, the receipt whereof is hereby acknowledged, and other valuable and good considerations, and the recitations hereinbefore referred to, and in order to make effective the assumption by the parties of the third part of the note and mortgage above referred to in all of their terms and conditions, together with any and all balance or balances that may be due or that may become due, or any charge or obligation by reason of any and all parts of said note and mortgage above referred to, the said Walter D. Collins and Frances Foster Collins, parties of the third part, do and by these presents hereby assume and undertake the payment of any and