

except as expressly modified by this agreement.

4. CRIGLER assumes and agrees to pay the indebtedness in accordance with the terms of said note and said mortgage as the same are confirmed by this agreement, and COSTNER hereby consents to the transfer of said property to CRIGLER and to said assumption, and agrees that CRIGLER may anticipate the payment of the indebtedness in whole or in part at any time without penalty.

5. This agreement shall bind the heirs, the executors, the administrators, and the assigns of COSTNER and of CRIGLER, respectively.

IN WITNESS WHEREOF, COSTNER and CRIGLER have hereunto set their hands and seals on the date and year above written.

In the Presence of:

Margaret M. Aversy
Elizabeth L. Lane
As to Paul B. Costner, Sr.

Paul B. Costner, Sr. (L.S.)
Paul B. Costner, Sr.

Donald H. Ferguson
James C. Bunker
As to M. Bothwell Crigler

M. Bothwell Crigler (L.S.)
M. Bothwell Crigler

CONTINUED ON NEXT PAGE