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DORRIS S. TANKERSLEY  
R.H.C.

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

LEATHERWOOD, WALKER, TODD &amp; MANN

WHEREAS, Fred G. Brothers and W. R. Culbertson on December 15, 1970, for valuable consideration, executed and delivered their notes to The Peoples National Bank, Greenville, South Carolina, (now Bankers Trust of South Carolina), said note being in the original principal amount of \$21,345.00, and with a present outstanding balance of \$14,349.91, principal and interest and

WHEREAS, the said F. G. Brothers died April 6, 1972, leaving as his sole heirs and beneficiaries the undersigned, Freddie May Brothers Clary, Billy Ray Brothers, Rosemary Brothers Belcher, Shirley Brothers Syracuse and Lois Christina Brothers, and

WHEREAS, a controversy exists between the Estate of F. G. Brothers deceased and W. R. Culbertson as to the liability of each to the other regarding the said note, and

WHEREAS, the undersigned recognizes that the said F. G. Brothers Estate and W. R. Culbertson are jointly and severally liable upon said note and that Bankers Trust of South Carolina is entitled to obtain judgment against either the Estate of F. G. Brothers or W. R. Culbertson or both, and

WHEREAS, it is the desire of the undersigned, as heirs and distributees of the Estate of F. G. Brothers to resolve this matter with W. R. Culbertson without any action being instituted against the Estate of F. G. Brothers by Bankers Trust of South Carolina, and

WHEREAS, Bankers Trust of South Carolina has agreed to forebear (for the present time) from bringing suit against the Estate, and

WHEREAS, Bankers Trust of South Carolina desires to be made more secure regarding the aforesaid note in consideration of its forbearance from presently bringing suit against F. G. Brothers Estate and

WHEREAS, the Estate of F. G. Brothers desires to pursue and protect any and all rights, actions or causes of action against W. R. Culbertson and more particularly any right, action or cause of action it might have arising out of the said note against the said W. R. Culbertson, and

WHEREAS, it is agreed between the parties hereto that if Bankers Trust of South Carolina at any time in its sole discretion deems itself insecure, then it may bring an action on said note and foreclose this mortgage, and

WHEREAS, Bankers Trust of South Carolina has agreed not to bring any action on said note against the Estate of F. G. Brothers without joining the said W. R. Culbertson as a party and has agreed not to release the said W. R. Culbertson from liability on said note,

NOW, THEREFORE, KNOW ALL MEN that, in consideration of Three (\$3.00) Dollars and the forbearance of Bankers Trust of South Carolina, from bringing suit, but specifically not waiving but instead preserving any right, action or cause of action that the Estate of F. G. Brothers might have against W. R. Culbertson arising out of a note heretofore executed by W. R. Culbertson and F. G. Brothers to Bankers Trust of South Carolina, Freddie May Brothers Clay, Billy Ray Brothers, Rosemary Brothers Belcher, Shirley Brothers Syracuse and Lois Christina Brothers have granted, bargained, sold and by these presents do grant, bargain, sell and release unto Bankers Trust of South Carolina, its successors and assigns forever:

All that certain piece, parcel or lot of land in Greenville Township, Greenville County, South Carolina on the southwest side of Ligon Street near the City of Greenville, shown as Lot No. 49 on Plat of Langley Heights, made by Dalton & Neves, in June 1937, recorded in the Greenville County RMC Office in Plat Book I, at Pages 142 and 143, said Lot having such metes and bounds, according to said Plat, as shown thereon.

ALSO:

All that piece, parcel or lot of land in Greenville Township, Greenville County, South Carolina, near the corporate limits of the City of Greenville on the north side of Keowee Avenue, known as Lot No. 3 according to Plat of Property of C. E. Cass, recorded in the Greenville County RMC Office in Plat Book F, at Page 227, said lot fronting 50 feet on Keowee Avenue and running back in parallel lines 172 feet and having such metes and bounds, according to said Plat, as shown thereon.

