

remaining \$18,000.00 and allow them to assume the total indebtedness evidenced by the promissory notes described above; and the Bank has agreed to such assumption subject to the terms and conditions of this Agreement;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the premises and the mutual agreements hereinafter expressed it is understood and agreed as follows:

1. The principal indebtedness now remaining unpaid on the note of T. J. Benston, dated February 8, 1974 in the original amount of \$70,000.00 is \$64,031.74, and said unpaid balance together with interest as provided in the terms of said note is repayable in monthly installments of \$710.00 each, the next such payment due on the eighth (8th) day of August, 1976; and the balance of said principal and interest, if not sooner paid shall be due and payable on the eighth (8th) day of February, 1989.

2. Upon the execution and delivery of this Agreement the Bank will disburse the remaining \$18,000.00 in accordance with the terms and provisions of the note of T. J. Benston dated March 5, 1976, as requested by the undersigned parties who desire to assume those obligations. Upon such disbursement said note shall have been fully funded by the Bank, shall have a principal balance of \$74,600.00, and shall be payable in accordance with its terms.

3. All terms and conditions of the promissory notes described above and the mortgages securing the same, all of which are incorporated herein by reference, shall continue in full force and effect except as expressly modified by this agreement.

4. The undersigned hereby assume and agree to pay the indebtedness evidenced by and in accordance with the terms of said notes and mortgages and the Bank hereby agrees to such assumption.

5. This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands and