

if not sooner paid, shall be due and payable on the first day of November, 2006.

2. All terms and conditions of the said promissory note and the mortgage which it secures (which are incorporated herein by reference) shall continue in full force except as expressly modified by this agreement.

3. The Purchasers assume and agree to pay the indebtedness in accordance with the terms of said note and mortgage as the same are modified by this agreement, and Daniel Financial hereby consents to the transfer of said property to the Purchasers and to said assumption.

4. This agreement shall bind the heirs, the executors, the administrators, the successors, and the assigns of the parties hereto.

IN WITNESS WHEREOF, Daniel Financial has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer, and the Purchasers have hereunto set their hands and seals on the date and year above written.

In the Presence of:

[Signature]
[Signature]
[Signature]
[Signature]

DANIEL FINANCIAL SERVICES, INC.

By: [Signature] P.O.

AND: [Signature] Asst. Treas.

[Signature]
Harvey Earl Foxx

[Signature]
Bobbie Jean Foxx

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROBATE)

PERSONALLY appeared the undersigned witness, who being first duly sworn, says that (s)he saw ROBERT P. STERN AS VICE PRESIDENT AND as JOHN P. CUDDELL AS ASST. TREAS. of Daniel Financial Services, Inc., a corporation, sign, seal and with its corporate seal and as the act and deed of said corporation deliver the within Agreement, and that he with the other witness subscribed above, witnessed the execution thereof.

[Signature]

SWORN to before me this 1st day of December, 1976.

[Signature]
Notary Public for South Carolina
My commission expires: 1/20/80

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