

note and purchase money mortgage in the amount of \$16,980.00 representing the purchase price of the 8.49 acre tract shown on "Survey for Thomas E. Barton, Jr. and Paul E. Bowie, Jr. Est." prepared by Robert R. Spearman and dated March 8, 1979.

4. Indemnitee has paid to the Estate of Paul E. Bowie, Jr. the sum of Twenty Thousand and no/100 (\$20,000.00) Dollars, the receipt of which is hereby acknowledged. Said amount, together with the exchange of real estate as set forth above, shall be full and final satisfaction of any and all rights and obligations owed by Indemnitee to Indemnitors as a result of agreements entered into between Thomas E. Barton, Jr. and Paul E. Bowie, Jr. dated July 17, 1969 and May 27, 1974.

5. Indemnitors hereby agree to indemnify Indemnitee from any and all liability, loss or damage that Indemnitee may suffer as a result of claims, damages, costs or judgments arising from the notes and mortgages given to Elma Jane Byrum Blackmon and The South Carolina National Bank of Charleston, as Trustee Under the Will of John Frederick Blackmon, and First Federal Savings & Loan Association as set forth above. Indemnitors hereby assume full liability for payment of all sums of money presently or hereafter due and owing on said notes and mortgages.

6. Indemnitors agree to execute a promissory note and mortgage simultaneously herewith to Indemnitee covering the 7.027 acre tract designated as Tract "C" as shown on plat entitled "Survey for Thomas E. Barton, Jr. and Paul E. Bowie, Jr. Est." prepared by Robert R. Spearman and dated March 8, 1979. Said mortgage shall be junior in rank to the mortgage presently covering said property given to Elma Jane Byrum Blackmon and The South Carolina National Bank of Charleston, as Trustee Under the Will of John Frederick Blackmon, more fully described above. The mortgage from Indemnitors to

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