

(2) Mortgagors, Charles B. Mitchell, Jr. and Kathryn P. Mitchell, are hereby fully released from any liability under said note and mortgage.

(3) All the terms and conditions as set out in the note and mortgage described above shall continue in full force and effect, except as modified expressly by this Agreement.

(4) This Agreement shall bind jointly and severally Purchasers, Bank and their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th day of January, 1981.

WITNESSES:

John Hume
Sara A. Barfield

James B. Davis
James B. Davis
Holly M. Davis
Holly M. Davis

BANKERS TRUST OF SOUTH CAROLINA, N.A.

By Dary K. Judd
Assistant Vice President

In consideration of the Bank's consent to the assumption set forth above, the undersigned Mortgagors do hereby consent to the terms of this Modification & Assumption Agreement and agree to be bound thereby.

WITNESSES:

John Hume
Sara A. Barfield

Charles B. Mitchell, Jr.
Charles B. Mitchell, Jr.
Kathryn P. Mitchell
Kathryn P. Mitchell

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned who made oath that (s)he saw James B. Davis, Holly M. Davis, Bankers Trust of South Carolina by its duly authorized officer, Charles B. Mitchell, Jr. and Kathryn P. Mitchell, sign, seal and deliver the foregoing Agreement and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN TO Before me this
15th day of January, 1981
Sara A. Barfield
Notary Public for South Carolina
My Commission Expires: 9-23-90

John Hume

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FILED

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