

the parties hereto agree as follows:


1. That upon the payment by the PURCHASER to the SELLER in full of all amounts secured under the said all-inclusive promissory note and Wrap-Around-Mortgage (mortgage recorded in Mortgage Book 1534 at Page 90 in the Office of the Clerk of Court for Greenville County) that the SELLER shall also cause to be paid in full all the aforementioned "underlying indebtednesses".

2. That upon receipt of the payment as required by paragraph 1, the SELLER shall also secure the satisfaction of all liens given to secure the said underlying indebtednesses.

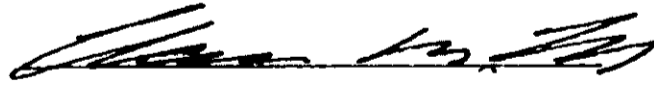
3. That the SELLER, his heirs, successors or assigns, shall exercise any and all rights to repurchase the note or obligations which SELLER owes to Tanglewood Manor Apartments, a South Carolina General Partnership, and/or right to prepay either Tanglewood Manor Apartments, a South Carolina Partnership, or Travelers Rest Federal Savings and Loan Association (now Poinsett Federal Savings and Loan Association).

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal on the day and year first above written.

IN THE PRESENCE OF:



(As to Trustee)



(As to Tanglewood)

*William C. Freeman, Trustee*  
WILLIAM C. FREEMAN, Trustee  
*by Glenda C. McClellan,*  
*Attorney-in-fact*

TANGLEWOOD TOWNHOMES,  
A Limited Partnership

 (L.S.)

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