

GREENVILLE, S.C.
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JOHN LAWRENCE
R.M.C. LAWYERSLEY

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Agreement made February 21, 1983, between Dorothy L. Tapp, of 16 South Georgia Avenue, City of Greenville, County of Greenville, State of South Carolina, herein referred to as Seller, Addie Nancy Ellenburg Ray, of 511 Augusta Street, City of Greenville, County of Greenville, State of South Carolina, herein referred to as Mortgagee, and George J. and Connie L. King, of 105 C Spruce Street, City of Greenville, County of Greenville, State of South Carolina, herein referred to as Purchasers.

The parties recite and declare that:

1. Seller is obligated and liable for the payment to Mortgagee of the debt evidenced by a Note in the sum of Sixteen Thousand Dollars (\$16,000.00), dated December 26, 1980, and executed by Seller, which Note is secured by a Mortgage dated December 26, 1980, which was recorded on January 5, 1981, in Book 1529 of Mortgages, Page 225, and an Agreement not to Encumber Real Estate dated December 26, 1980, which was recorded on January 5, 1981 in Book 1140 of Deeds, page 192, both recorded in the Office of the Register of Mesne Conveyance of Greenville County, State of South Carolina and Mortgagee is now the owner and holder of such Note and Mortgage and Agreement not to Encumber.
2. Seller has sold and conveyed or is about to sell and convey the whole of the real property described in such Mortgage to Purchasers, and both Seller and Purchasers have requested Mortgagee to allow Purchasers to assume such Note and Mortgage and Agreement not to Encumber.
3. Purchasers have received copies of the Mortgage, Note and Agreement not to Encumber. Further, Purchasers understand that there may be one or more years property taxes owed at this time and Purchasers understand that the taxes must be paid and kept current by Purchasers according to the terms of the said Mortgage.

For the reasons set forth above, and in consideration of the mutual conveyance, and the forbearance of Mortgagee to declare a default and enforce the payment of all sums due and payable, and the promises of the parties hereto, Seller, Mortgagee, and Purchasers covenant and agree as follows:

All monthly installments of principal and interest provided by such Note to be paid on and after February 20, 1983, are unpaid.

Purchasers agree to pay such Note in installments at the times, in the manner, and in all other respects as therein provided; to perform all of the obligations provided in such Mortgage to be performed by Seller at the time, in the manner, and in all respects as therein provided; and to be bound by all the terms of such Mortgage and Agreement not to Encumber; all as though such Note, such Mortgage and such Agreement not to Encumber, and each of them, had originally been made, executed and delivered by Purchasers.

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