

(4) As a part of this transaction, John M. Gathings will assume and agree to pay, according to the terms and tenor thereof, that certain mortgage, and the note which it secures, executed by the partnership in favor of American Federal Savings and Loan Association (now American Federal Bank, F.S.B.), which mortgage is recorded in the RMC Office for Greenville County, S.C., in Mortgage Book 1620 at Page 823; and the estate of the late Ronnie J. Winegard, and specifically Betty H. Winegard, is to be relieved and forever discharged by American Federal Bank, F.S.B., from any and all obligation, liability, or responsibility with regard to the note and mortgage above identified.

(5) American Federal Bank, F.S.B., by the signature hereto of its duly authorized officer, hereby relieves the estate of the late Ronnie J. Winegard, his heirs, personal representatives, and beneficiaries, from any and all obligation, liability, or responsibility with regard to the note and mortgage above identified on the condition that John M. Gathings assumes sole and total responsibility for the repayment of the indebtedness secured by the above-described mortgage.

(6) Both John M. Gathings and Betty H. Winegard hereby release and forever discharge each other from any and all claims, demands, or liabilities with regard to the conduct of the business of AIMS General Partnership from the date of its formation to the date of this agreement.

(7) This is the entire agreement between the parties and may be amended only in writing.

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JMG
B.H.W.