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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) ASSUMPTION AGREEMENT

THIS AGREEMENT made this 16th day of November, 1984, between B.M.S. Properties, a General Partnership, hereinafter referred to as the Seller, and Reedy River Limited Partnership I, hereinafter referred to as the Purchaser.

WITNESSETH:

1. The property located at 533-541 South Main Street, Greenville, South Carolina, is this date being transferred by deed from Seller to the Purchaser herein, said deed being recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1226 at Page 804.

2. The Seller has outstanding mortgages covering the property located at 533-541 South Main Street, Greenville, South Carolina, which the Purchaser assumes and agrees to pay and which are described as follows:

(a) Mortgage from B.M.S. Properties to Benson Property Associates, a Virginia General Partnership, dated June 23, 1983, recorded in the RMC Office for Greenville County in Mortgage Book 1613 at Page 271, in the original principal amount of \$86,000.00. The outstanding balance of said mortgage as of this date is approximately \$84,745.14.

(b) Mortgage from First Carolina Development Corporation to Julia E. Traxler, et al., dated August 29, 1980, and recorded in said RMC Office in Mortgage Book 1513 at Page 571, in the original principal amount of \$141,500.00. Said mortgage was assumed by the Seller herein on December 10, 1982. The outstanding balance of said mortgage as of this date is approximately \$130,879.86.

3. If the above referenced mortgage balances are not as represented herein, any increase (other than an increase in the Benson mortgage as a result of the payment after the third sixth month period) will be offset against the Purchaser's promissory note. Any decrease in said amounts will be paid to the Seller. The intent of this paragraph is to insure that the total purchase price for the building is equal to exactly \$300,000.00.

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Handwritten signature/initials

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