

State of South Carolina,

County of Greenville.

The undersigned, as Executor and Heirs at Law respectively of Jas. McPherson, deceased, in consideration of the premises and the benefits accruing to them, do agree:

1st: That the title to the building on North Main Street formerly occupied by J. O. Jones Company and transferred by that Company to Main Street Realty Corporation, subject to the existing mortgages thereon, the grantee not assuming the payment of said mortgages, and said conveyance is not to affect the validity of priority of the liens of said mortgage.

2nd. That they consent to the terms of the lease this day executed by Main Street Realty Corporation and Heyward Mahon Company and agree to the provisions therein contained, in so far as they affect the undersigned, with the distinct understanding, however, that the rentals provided in said lease are to be applied first to the payment of the taxes and insurance on the property leased, next to the interest on the first and second mortgages on said property according to their priority; the balance, if any, to be paid to the lessor.

3rd. That the indebtedness evidenced by the mortgage to Jas. McPherson shall be extended for the term stipulated in the lease herein referred to; provided, however, the rentals under said lease are applied as specified in paragraph two of this agreement.

4th. That the rentals provided for in said lease and in paragraph three hereof will be accepted by the undersigned as full payment of interest on the mortgage of Jas. McPherson during the term of said lease and no other claim for interest will be made during said period by the undersigned, provided the rentals are paid in accordance with the terms of said lease and this agreement.

5th. That at any time during the term of the said lease Main Street Realty Corporation may sell the mortgaged premises subject to the terms of said lease for a consideration of not less than the amount due on the mortgage to Jas. McPherson, provided the terms of the contract of sale are acceptable to the undersigned.

6th. That the amount due on the mortgage to Jas. McPherson, with accrued interest thereon to June 1, 1933, is \$105,000.00.

Witness our hands and seals this May 9th, 1933.

Witnesses:

D. L. Johnson,  
Ralph H. McPherson,

Peoples National Bank, Executor of Estate  
of Jas. McPherson, deceased (L. S.)

BY: J. C. Hopkins,  
Asst. Trust Officer

Ellen M. Going,  
Jas. A. McPherson,  
Jno. A. McPherson,  
Thos. J. McPherson,  
Robert McPherson,  
Mary A. McPherson,  
Jean M. Davis

State of South Carolina,

County of Greenville.

Personally appeared before me Ralph H. McPherson, was being duly sworn, says that he saw Peoples National Bank, as Executor of Estate of Jas. McPherson, deceased by J. C. Hopkins, Asst. Trust Officer, Ellen M. Going, Jas. A. McPherson, Jno. A. McPherson, Thos. J. McPherson, Robert McPherson, Mary A. McPherson and Jean M. Davis, sign the foregoing instrument, and that he with D. L. Johnson witnessed the execution of same.

Sworn to before me this 9th day of  
May, 1933.

Thos. W. Edwards (L. S.)  
Notary Public for S. C.



Ralph H. McPherson,

Recorded this the 27th day of May, 1933, at 10:55 A. M.