A. Mills, does hereby agree on behalf of himself, his heirs, successors and assigns to pay one-fourth (1/4) of Walter L. Patton's obligation to pay for one-half (1/2) of the improvements of the 50-foot road as set forth in the above described agreement and easement recorded in Deed Book 1069, page 231, Greenville County R.M.C. Office.

To this end, the said Marvin A. Mills hereby agrees to hold harmless and indemnify Walter L. Patton and Michelin Tire Corporation with respect to any funds which they may be called upon to spend in connection with the improvement of said road pursuant to the terms and conditions of the aforesaid agreement and easement.

This Agreement by Marvin A. Mills to assume and pay the cost of improvements to the extent hereinabove set forth and his agreement to hold harmless and indemnify Walter L. Patton and Michelin Tire Corporation shall be binding upon him, his administrators, executors, heirs, successors and assigns.

IN WITNESS WHEREOF, Marvin A. Mills has set his hand and seal this  $\sqrt{5}^{+1}$  day of November, 1979.

Signed, sealed & delivered in the presence of:

(SEAL) MARVIN A. MILLS

STATE OF SOUTH CAROLINA) GREENVILLE ) COUNTY OF

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named MARVIN A. MILLS sign, seal and as his act and deed, deliver the within written Agreement and that (s)he, with \_\_\_\_\_\_ witnessed the execution thereof. /

SWORN TO and subscribed before me this 15 day of November, 1979.

My Commission expires: 11-4-81 RECORDED NOV 1 5 1979

at 5:00 P.M.

1663.4