

If at any time, either of the parties hereto cannot make his pro-rata contribution to said indebtedness, then the other shall have the option of making such contribution to prevent default under the terms of said agreement. Any sums presently paid shall be subject to but shall not be construed as a default under this agreement.

2. That to the extent either party hereto contributes more than Fifty (50%) per cent to any payment on said indebtedness, then the other does hereby agree to reimburse such party for such excess contribution together with interest at the rate of Seven (7%) per cent per annum from the date of such payment.

3. To secure the mutual promises contained herein, the undersigned do hereby grant, pledge, bargain and sell to the other all their right, title and interest in such property as pledged and mortgaged under the terms of all of those pledges and certain mortgages given by the undersigned to Bankers Trust of South Carolina, dated May 26, 1975, including said mortgages as recorded in the R.M.C. Office for Greenville County, Spartanburg County and Anderson County, South Carolina, the terms of which mortgages are incorporated herein by reference.

Handwritten notes:
1/27/75
S.M.C.

The parties do further agree that nothing contained herein shall be for the benefit of anyone not a party to this agreement, and that the undersigned do agree between themselves to pursue their rights against the remaining guarantors of the said indebtedness of S.D.M.W. Motor Inn, Inc. for contribution, and against S.D.M.W. Motor Inn, Inc., and any net recovery made thereunder shall be for the mutual benefit of the undersigned.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed under their hands and seals this 27 day of ~~May~~^{JUNE}, 1975.

In the presence of:

Handwritten signatures of witnesses:

Handwritten signature of John J. Martin, Jr.

JOHN J. MARTIN, Jr.
Handwritten signature of Herbert J. Wright

HERBERT J. WRIGHT

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