

Cushman agrees:

1. That he will not incur any debts for which the said Sizemore will be responsible nor do any act which will financially involve the said Sizemore or the Colonial Cafe.
2. That he hereby assigns, sets over and transfers to Harold P. Sizemore, his heirs and assigns, the following chattels, to wit:

All of his right, title and interest in and to the stock of goods, fixtures and all assets to which he has any claim whatsoever in what is now known as the Colonial Cafe, and it is intended by this conveyance to transfer to Sizemore all claims of any kind and nature in connection with the said business.

Sizemore agrees:

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1. That the note and chattel mortgage executed by Cushman to him dated September 1, 1949, is hereby declared satisfied and cancelled, and that he further agrees to have the said chattel mortgage declared satisfied of record, which said mortgage is recorded in the R.M.C. Office for Greenville County, South Carolina, in Chattel Mortgage Volume 501, at Page 438.
2. That he will hold Cushman harmless from any and all liabilities in connection with the operation of the said Colonial Cafe in the future and hereby cancels any obligation or indebtedness which Cushman owes to him.
3. That he will incur no bills for which Cushman will be responsible.

WITNESS our hands and seals this the date first above written.

Evelyn A. Scheraga

Harold P. Sizemore

Witnesses as to Sizemore

Betty B. Clawson

Thomas A. Cushman

Robert M. Ward

Witnesses as to Cushman