

WHEREAS, the above described lease agreement, note and chattel mortgage were assigned to Baptist Foundation of South Carolina, Inc. for valuable consideration; and

WHEREAS, Baptist Foundation of South Carolina, Inc. instituted an action against Joe Earl Phillips whereby the said Joe Earl Phillips was duly served with a Notice to Show Cause why he should not be ejected from the premises at 87 Smythe Avenue for having breached the terms and conditions of the lease agreement; and

WHEREAS, Joe Earl Phillips did not answer or appear within the time prescribed by law, and Baptist Foundation of South Carolina, Inc. obtained a default judgment against the said Joe Earl Phillips whereby Magistrate Bates Aiken issued his Order that Joe Earl Phillips be ejected from the above described premises;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned, Joe Earl Phillips, in consideration of the sum of ONE AND NO/100THS DOLLAR (\$1.00) and mutual releases of all claims, does hereby and for my heirs, executors, administrators, successors and assigns release and forever discharge Baptist Foundation of South Carolina, Inc., its successors and assigns, from any and all claims, actions, causes of action, demands, rights, damages or costs which Joe Earl Phillips now has/have or which may hereafter accrue on account of or in any way growing out of the above described lease agreement, note and chattel mortgage.

That the undersigned, Baptist Foundation of South Carolina, Inc., in consideration of ONE AND NO/100THS DOLLAR (\$1.00) and mutual releases of all claims, does hereby and for its successors and assigns, release and forever discharge Joe Earl Phillips, his heirs, executors; administrators and

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