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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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AGREEMENT

March, 1980, by and between Smith-Henry, Inc. (sometimes hereinafter referred to as Smith-Henry), Notes Receivable, Inc. (sometimes hereinafter referred to as Notes Receivable), Ellison D.
Smith, III (sometimes hereinafter referred to as Ellison), and
C. S. Farley Smith (sometimes hereinafter referred to as Farley);

## WITNESSETH:

WHEREAS, a promissory note was executed on June 22, 1979 in the principal sum of One Hundred Sixty-nine Thousand Eight Hundred Ninety and 00/100 (\$169,890.00) Dollars by Smith-Henry and Notes Receivable, payable to the order of C. S. Farley Smith, or order, the payment and satisfaction of which was guaranteed by the said Ellison D. Smith; and

WHEREAS, the February 2, 1980 interest payment in the sum of Four Thousand Thirty-four and 89/100 (\$4,034.89) Dollars was not made in a timely fashion and Smith-Henry, Notes Receivable and Ellison are desirous of reaching an agreement with Farley to prevent him from declaring the entire debt immediately due and payable and suing for judgment thereon;

HOW, THEREFORE, in consideration of these premises, the mutual covenants contained herein and Farley's agreement to forebear declaring the entire debt due and owing and suing thereon, it is agreed as follows:

- 1. That Farley will not declare the June 22, 1979 promissory note immediately due and payable and sue for judgment thereon because of the previously recited default.
- 2. That Ellison shall, within five (5) days of the date hereof, furnish Farley with a list of all personal and real property assets that he owns or in which he has an interest; this list shall include the names and addresses of any and all lienholders and parties who hold a security interest in said assets and the

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