

1. Assumption. Buyer hereby assumes full liability for and will pay in full when due all sums due or to become due or owing under the above referenced Note, Mortgage and all loan documents securing the Note, including but not limited to that certain Assignment of Lessor's Interest In Leases dated August 10, 1978 and recorded as instrument number 21274 in Deed Book Volume 1085 at pages 146 through 157 of the Official Records of the R.M.C., Greenville County, State of South Carolina, and will hereafter faithfully perform and be bound by all of the terms, provisions, covenants and conditions of said Note, Mortgage and all loan documents acting to secure the same having joint and several liability with all persons now or hereafter obligated thereon for the same.

2. Liability of Seller. Seller is not and shall not be released from any personal liability by the execution of this Assumption, nor by completion of the sale of Mortgaged Premises to Buyer; Seller remains fully liable to Lender for, and shall faithfully perform and be bound by all the provisions of and every obligation and covenant under the Note, Mortgage and each and every loan document securing the Note. Seller reaffirms its full joint and several liability under the Note, Mortgage and all loan documents securing the Note and shall pay when due all sums due or to become due or owing as provided in each of such instruments or agreements.

3. Liens Unaffected. Seller warrants that it has granted to Lender and Buyer and Seller hereby acknowledge and ratify that Lender holds a First Mortgage Lien on all of the Mortgaged Premises described in the Mortgage and in Exhibit A attached hereto and that said Mortgaged Premises shall remain subject to the Lien, charge or encumbrance of said Mortgage. Nothing contained herein or done pursuant hereto shall in any way affect or be construed to affect the validity of the Lien, charge or encumbrance of the Mortgage or the priority thereof over all other liens, charges, or encumbrances.

4. Representation of Buyer. Buyer warrants and represents to Lender that Buyer has personal knowledge of all the terms and conditions of the Note, Mortgage and each of the other loan documents securing the Note, and further agrees that Lender has no obligation or duty to provide any information to Buyer regarding any such terms and conditions or the obligations being assumed hereby under said Note, Mortgage and each of the other loan documents.

5. Assumption Fee. In partial consideration of Lender's time and expense involved in the review and approval of the conveyance to and assumption by Buyer and as a material inducement to Lender to consent to the conveyance of the Mortgaged Premises and Buyer's assumption of the Note and securing loan documents, the undersigned parties shall tender to Lender with this Assumption Agreement an assumption fee in the amount of Eleven Thousand Two Hundred Ten and No/100 Dollars (\$11,210.00). Any failure by the Parties hereto to tender said assumption fee shall void Lender's consent and in the event such conveyance is consummated without such consent, permit Lender to exercise any right available to it including acceleration of the Note's maturity date and foreclosure of the Mortgaged Premises.

6. Interpretation. The captions which precede the paragraphs of this Assumption Agreement are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, and the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. To the extent that there is or comes to be more than one Seller, or Buyer hereunder, the liability of each shall be joint and several. The words Lender, Buyer, and Seller as used herein shall include their respective heirs, executors, administrators, successors and assigns. This Assumption Agreement is executed under and is subject to the laws of the State of South Carolina.

7. Viability of Loan Documents. The language of each of the terms, covenants, and conditions of the Note, Mortgage and each of the other loan documents securing the Note shall remain as is, unmodified and unaffected hereby and each term, covenant and condition of the same shall be enforceable to the same degree as if this Assumption Agreement had not been executed.

8. Title Policy and Costs. Seller and/or Buyer shall furnish to Lender at Seller's and/or Buyer's expense an update endorsement to Lender's Mortgagee's Policy of Title Insurance issued through The Furman Agency of Greenville, South Carolina for Pioneer National Title Insurance Company dated January 18, 1979, policy number 09016 00209, file or reference number IN9016 00127. Said update endorsement is to insure in form and content satisfactory