

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
ADDENDUM TO SEPARATION AGREEMENT
AND PROPERTY SETTLEMENT

WHEREAS, the parties hereto had previously executed a Separation Agreement and Property Settlement on February 20th, 1975; and

WHEREAS, the parties were subsequently divorced pursuant to Order of the Family Court for Greenville County dated July 1st, 1976, which Decree incorporated said Agreement; and

WHEREAS, the Wife requested the Husband to co-sign with her on a note and real estate mortgage with Fidelity Federal Savings and Loan Association on or about December 1st, 1977, in order for the Wife to have funds for her business; and

WHEREAS, the parties are desirous of amending the Agreement dated February 20th, 1977, to cover the contingency should the Husband have to pay off said note at Fidelity Federal Savings and Loan Association in the event of the Wife's default;

NOW, THEREFORE, the parties, in consideration of the foregoing AGREE as follows:

1. That in the event that the Husband should be required to pay off that certain note given to Fidelity Federal Savings and Loan Association because of the Wife's default, the Husband will be allowed to offset the amount he paid against the Ten Thousand and No/100 (\$10,000.00) Dollars he was to pay to her pursuant to Paragraph 1A of the Agreement dated February 20th, 1975, upon his remarriage or the sale of the property in question.

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~~2. The parties do further acknowledge that the Husband does not owe the Wife the Ten Thousand and No/100 (\$10,000.00) Dollars as set out in the Agreement dated February 20th, 1975, except upon the occurrence of either of the following conditions: (A) Husband's remarriage, (B) sale of the real estate in question.~~

3. It is further agreed that this Addendum should be placed for record in the R.M.C. Office for Greenville County.

4. The parties do further agree that all the remaining provisions of the Agreement, dated February 20th, 1975, shall remain unchanged except as modified herein.

William S. Miller

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