

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, the receipt and sufficiency whereof are hereby fully acknowledged, Fidelity Federal Savings and Loan Association, The Citizens and Southern National Bank of South Carolina as Trustee for James G. Bannon, James P. McNamara, Catherine F. McNamara, and the Citizens & Southern National Bank of South Carolina as Escrow Agent for James P. McNamara, Catherine F. McNamara and James G. Bannon, do hereby covenant and agree as follows, to-wit:

1. The Mortgage Release Agreement between Fidelity Federal Savings and Loan Association and Holly Tree Plantation, dated February 1, 1973, as amended by a First Amendment, dated January 15, 1974, and relating to mortgages given by Holly Tree Plantation to Fidelity Federal Savings and Loan Association appearing of record in the RMC Office for Greenville County, South Carolina in Mortgage Book 1265, page 442, Mortgage Book 1279, page 347, and in Mortgage Book 1302, page 389 are continued in full force and effect and specifically made applicable to all lots shown on a plat of Holly Tree Plantation, Phase II, Section II, recorded in the RMC Office for Greenville County, S.C., in Plat Book 5D, pages 47 and 48, provided, however, that the Release amount be collected for Fidelity Federal Savings and Loan Association on all lots in Phase I, of Holly Tree Plantation is and shall continue to be in the sum of \$6500.00 for each lot, and the Release amount to be collected on all lots in Phase II, Section II, of Holly Tree Plantation aforesaid, shall be in the sum of \$8000.00 for each lot.

2. Those certain Escrow Agreements both dated February 1, 1973, between the Citizens and Southern National Bank of South Carolina as Trustee for James G. Bannon, James P. McNamara, Catherine F. McNamara, Holly Tree Plantation, and The Citizens and Southern National Bank of South Carolina shall continue in full force and effect and shall also be applicable to Holly Tree Plantation, Phase II, as shown on the aforesaid plats recorded in the RMC Office for said county and state in Plat Book 5-D, pages 47 and 48.

3. That certain Agency Agreement given by Fidelity Federal Savings & Loan Association, The Citizens and Southern National Bank of South Carolina as Trustee for James G. Bannon, James P. McNamara and Catherine F. McNamara to John M. Dillard as Attorney-in-fact and Agent, dated June 15, 1973, recorded in the RMC Office for said county and state in Deed Book 977, page 15, as amended by a First Amendment thereto, dated February 15, 1974, appearing of record in the RMC Office for said county and state in Deed Book 994, page 181, is hereby continued in full force and effect as applicable to all mortgages therein stated and made specifically applicable to all lots in Holly Tree Plantation, Phase II, as shown on plats recorded in the RMC Office for said county and state in Plat Book 5-D, pages 47 and 48. All releases given by John M. Dillard pursuant to said Agency Agreement, as amended, covering lots in Holly Tree Plantation, Phase II, as shown on plats recorded in Plat Book 5-D, pages 47 and 48 are hereby ratified, approved and confirmed in full.

4. The terms and conditions hereof shall inure to the benefit of and become binding upon the undersigned parties, their heirs, assigns, successors, executors and administrators.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed this 29th day of July, A.D. 1974.

IN THE PRESENCE OF:

[Signature]
[Signature]

HOLLY TREE PLANTATION, A LIMITED
PARTNERSHIP

By: [Signature]
James G. McNamara

By: BGB CO.
By: [Signature]

By: [Signature]
John A. Gerrig,
GENERAL PARTNERS

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