44 PAGE 589

 £4	22002

C. R. Burnette (SEAL) (Patricia II. Eugenbark 29 At 8: 14	TRIS AGREEMENT, this day made and entered into by, between and among	
the First National Pank of Striningham (New Journal of Striningham) (New Journal of Stringham) (New Jo	U.R. Burnette and Brenda K. Burnette	(hereinafter "Sellers", whether one or more).
A The Leader did between the loan to _C. R. Burnette and Rennal K. Surnette in the gracepal sum of \$ 62, 200, 00 Notice is avacemently their principles of a right of the land of the la	Milliam M. and Patricia M. Eubank	(hereinafter "Purchasers", whether one or more).
A The Lender did hereatics loan to _C. R. Burnette and Prenta K. Burnette in the principal sum of \$.52, PPD, not 1 9 78 (hereinalter "the Noir") under the terms of which Note they promised to righty and used to reduce the first of the promised to righty and used to right and the reduce of under with interest from Gale at _Hine_preent	"the Lender"), WITNESSETH AS FOLLOWS:	
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amended and modified as herein set out, and that the same (as herein modified) shall be and remain in full force and effect, as if the present principal balance of the Note had been the original amount evidenced and secured thereby, and as if the original interest rate and instalment payments had been those herein agreed upon by the parties hereto. Each of said parties further agree that nothing contained herein shall in anywise after, affect or impair any of the rights, powers or remedies granted to the Lender onder the terms and provisions of the Note and Mortgage. 4. Sellers hereby warrant to the Lender that they have heretolore duly executed, delivered and filed for record a good and valid deed conveying to the Purchasers the property covered by the Mortgage, and Selfers hereby further transfer, assign, set over and deliver unto Purchasers all of their right, title and interest in and to any and all escrow deposits presently held by the Lender in connection with said loan. 5. Subject to the provisions in this paragraph, the Lender hereby releases Sellers, jointly and severally, from any further personal obligation of liability to pay the Note and any other charges or amounts required by either the Note or Mortgage, provided, however, that: (ii) Neither this release nor anything else herein contained shall be deemed to release, after or affect, in any way, the Mortgage, which shall be and remain in full force and effect; (iii) In the event there is any mortgage, judgment lien, encumbrance or lien, of any kind (except taxes or special assessments not yet due), right title or misters in the property covered by the Mortgage in tavor of any party or parties not a party to this Agreements not yet due), right title or misters in the property covered by the Mortgage in tavor of any party or parties not a party to this Agreements not yet due), right title or misters in the property covered by the Mortgage in tavor of any party or parties on a party to this Agreements not yet due), right title or misters in the p	modified, and further agree to keep, fully perform, carry out and abide by the terms an	ications of the Note and assume and agree to pay the Note, as indiprovisions of the Note and the Mortgage securing same, as
the Purchasers the property covered by the Mortgage, and Seliers hereby further transfer, assign, set over and deliver unto Purchasers all of theiright, title and interest in and to any and all escrow deposits presently held by the Lender in connection with said loan. 5. Subject to the provisions in this paragraph, the Lender hereby releases Sellers, jointly and severally, from any further personal obligation of tability to pay the Note and any other charges or amounts required by either the Note or Mortgage; provided, however, that: (i) Neither this release nor anything else herein contained shall be deemed to release, alter or affect, in any way, the Mortgage, which shall be and remain in full force and effect; (ii) Neither this release nor anything else herein contained shall be deemed to release. Sellers from any covenants, expressed, or implied, or seisin, warranty of title or against encumbrances; (iii) In the event there is any mortgage, judgment lien, encumbrance or lien, of any kind (except taxes or special assessments not yet due), right title or interest in the property covered by the Mortgage in lavor of any party or parties not a party to this Agreement, as of the date of the execution of this Agreement by the Lender, or in the event that he property and of any party to this Agreement, as of the date of the execution of this Agreement by the Lender, or in the event that he property and on one to the property described in the Mortgage shall have duly consented to, and joined in, this Agreement, the aforesaid release of Sellers by the Lender shall have no force or effect; and (iv). The aforesaid release of Sellers by the Lender shall have no force or effect; and (iv). The aforesaid release of Sellers by the Lender shall be effective only from and after the date of execution of this Agreement, and all procussors and assigns of the Lender. [SEAL]	amended and modified as herein set out, and that the same (as herein modified) shall be balance of the Note had been the original amount evidenced and secured thereby, and been those herein agreed upon by the parties hereto. Each of said parties further agree	e and remain in full force and effect, as if the present principal das if the original interest rate and installment payments had a that nothing contained herein shall in anywise after, affect or
(ii) Neither this release nor anything else herein contained shall be deemed to release, alter or affect, in any way, the Mortgage, which shall be and remain in full force and effect; (iii) Neither this release nor anything else herein contained shall be deemed to release Sellers from any covenants, expressed, or implied, of seisin, warranty of title or against encumbrances; (iii) In the event there is any mortgage, judgment lien, encumbrance or lien, of any kind (except taxes or special assessments not yet due), right title or interest in the property covered by the Mortgage in favor of any party or parties not a party to this Agreement, as of the date of the execution of this Agreement by the Lender, or in the event that the property has not been validly conveyed by Sellers to Purchasers and unless and until any and all parties claiming any right, lifte, interest, lien or encumbrance in on or to the property described in the Nortgage shall have duly consented to, and joined in, this Agreement, the aforesaid release of Sellers by the Lender shall have no force or effect; and (iv) the aforesaid release of Sellers by the Lender shall be effective only from and after the date of execution of this Agreement, and all procusions contained herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of the Lender have executed this instrument, in triplicate, on this	the Purchasers the property covered by the Mortgage, and Sellers hereby further trans-	ister, assign, set over and deliver unto Purchasers all of their
and remain in full force and effect; (iii) Neither this release nor anything else herein contained shall be deemed to release Sellers from any covenants, expressed, or implied, or seisin, warranty of title or against encumbrances; (iii) In the event there is any mortgage, judgment lien, encumbrance or lien, of any kind (except taxes or special assessments not yet due), right little or interest in the property covered by the Mortgage in favor of any party or parties not a party to this Agreement, as of the date of the execution of this Agreement by the Lender, or in the event that the property has not been validly conveyed by Sellers to Purchasers and unless and until any and all parties claiming any right, lifle, interest, lien or encumbrance in on or to the property described in the Mortgage shall have duly consented to, and joined in, this Agreement, the aforesaid release of Sellers by the Lender shall be effective only from and after the date of execution of this Agreement by the Lender factors and the solidance of the property described in the Mortgage and this Agreement are joint and several, and this Agreement, and all procisions contained herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of the Lender. IN WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, in triplicate, on this	5 Subject to the provisions in this paragraph, the Lender hereby releases Sellers, liability to pay the Note and any other charges or amounts required by either the No.	, jointly and severally, from any further personal obligation or ite or Mortgage; provided, however, that:
seisin, warranty of title or against encumbrances; (iii) In the event there is any mortgage, judgment lien, encumbrance or lien, of any kind (except taxes or special assessments not yet due), right title or interest in the property covered by the Mortgage in favor of any party or parties not a party to this Agreement, as of the date of the execution of this Agreement by the Lender, or in the event that the property has not been validly conveyed by Sellers to Purchasers and until any and all parties claiming any right, tifle, interest, tien or encumbrance in on or to the property described in the Mortgage shall have duly consented to, and joined in, this Agreement, the aforesaid release of Sellers by the Lender shall have no force or effect; and (iv) The aforesaid release of Sellers by the Lender shall be effective only from and after the date of execution of this Agreement by the Lender for the obligations of Purchasers under the Note. Mortgage and this Agreement are joint and several, and this Agreement, and all provisions contained herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of the Lender. IN WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, in triplicate, on this		ease, alter or affect, in any way, the Mortgage, which shall be
title or interest in the property covered by the Mortgage in favor of any party or parties not a party to this Agreement, as of the date of the execution of this Agreement by the Lender, or in the event that the property has not been validly conveyed by Sellers to Purchasers and units and and all parties claiming any right, lifle, interest, lien or encumbrance in on or to the property described in the Wortgage shall have duly consented to, and joined in, this Agreement, the aforesaid release of Sellers by the Lender shall have no torce or effect; and (iv) the aforesaid release of Sellers by the Lender shall be effective only from and after the date of execution of this Agreement by the Lender. 6. The obligations of Purchasers under the Note, Mortgage and this Agreement are joint and several, and this Agreement, and all procusions contained herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of both Sellers and Purchasers and the successors and assigns of the Lender. IN WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, in triplicate, on this		elease Sellers from any covenants, expressed, or implied, of
6. The obligations of Purchasers under the Note. Mortgage and this Agreement are joint and several, and this Agreement, and all productions contained herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of the Lender. IN WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, in triplicate, on this	title or interest in the property covered by the Mortgage in favor of any party of execution of this Agreement by the Lender, or in the event that the property unless and until any and all parties claiming any right, title, interest, lien or enshall have duly consented to, and joined in, this Agreement, the aforesaid rele	or parties not a party to this Agreement, as of the date of the has not been validly conveyed by Sellers to Purchasers and acumbrance in on or to the property described in the Mortgage has of Sellers by the Lender shall have no force or effect; and
tained herein, shall be binding upon, and inure to the benefit of, the respective heirs, devisees, personal representatives, successors and assigns of the Lender. IN WITNESS WHEREOF, Sellers, Purchasers and the Lender have executed this instrument, in triplicate, on this7th April	• •	
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