

FILED  
 GREENVILLE CO. S. C.  
 DEC 14 10 18 AM '79  
 DONNE S. TANKERSLEY  
 R.M.C.

1491 PAGE 273  
 EXTENSION FEE \$ 16.00  
 S. C. "DOC" STAMPS \$ 8.80  
 Recording Fee \$  
 TOTAL \$

STATE OF SOUTH CAROLINA  
 COUNTY OF Greenville

MODIFICATION AND EXTENSION AGREEMENT

NOTE: 24642

Joe E. Newberry  
 (MORTGAGOR)  
 TO  
 SOUTHERN BANK AND TRUST COMPANY OF  
 GREENVILLE, SOUTH CAROLINA  
 (MORTGAGEE)

Dated Aug 8, 1973 Amount \$25,000.00  
 Due Date 2-1-74  
 Secured by Mortgage of even date  
 Recorded (Date) 8-8-73  
 Book 1187 Page 302

WHEREAS, this agreement made and entered into this 8 day of Nov, 1979, by and between Joe E. Newberry of Greenville County, South Carolina, hereinafter referred to as Mortgagor, and the Southern Bank and Trust Company, hereinafter referred to as Mortgagee.

WITNESSETH:

WHEREAS, the above identified promissory note was duly executed by the Mortgagor on the date indicated, in the amount and rate as specified, and having the maturity as referred to hereinabove; and

WHEREAS, on even date, the Mortgagor made and executed a mortgage on real property, which mortgage is referred to hereinabove, and constitutes a valid first lien against said premises; and

WHEREAS, the balance now due on said note and mortgage amounts to \$ 22,000.00, and it is mutually agreeable to extend the maturity of said note and mortgage as set forth below;

NOW, THEREFORE, it is agreed by an between the Mortgagor and the Mortgagee that said note, and mortgage securing same, shall be due and payable on the 6th day of MAY, 1980; that interest thereon shall be paid in accordance with the terms of said note and mortgage; that the lien of the mortgage shall be continued in full force and effect and that, except as herein modified, by mutual consent of the parties hereto, all of the terms and conditions of the note and mortgage shall be and remain in full force and effect; except that interest rate effective Nov 8, 1979 shall be 12.82%.

Amount Financed (Amount of Note)	\$ <u>22,000.00</u>
Less:	
S. C. Documentary Stamps	\$ <u>8.80</u>
Credit Life Insurance	\$ <u>          </u>
Net Proceeds to Borrower	\$ <u>21,991.20</u>
<b>FINANCE CHARGE</b>	\$ <u>1,401.41</u>
Total of Payments	\$ <u>23,401.41</u>
(Amount Financed & Finance Charge)	
<b>ANNUAL PERCENTAGE RATE</b>	<u>13.00 %</u>

IN WITNESS WHEREOF, the said Mortgagor has signed and sealed these presents, and the Mortgagee has caused these presents to be executed by its duly authorized officer of the day and year first above written.

WITNESSES:  
Sabrina C. Daymond  
John Miller  
 As to Mortgagors

MORTGAGORS:  
Joe E. Newberry

WITNESSES:  
Sabrina C. Daymond  
John Miller  
 As to Mortgagee

MORTGAGEE:  
 SOUTHERN BANK AND TRUST COMPANY (SEAL)  
 OF GREENVILLE, SOUTH CAROLINA  
 BY: Richard W. [Signature]  
 Authorized Officer

GCTO DE1479 1203 4.00 CI

loan purpose - Business

0273

4328 RV.2