gage on a current status prior to the institution of any foreclosure proceedings.

RELEASE PROVISION: In addition to the foregoing, Mortgagee agrees to release any acre from the lien of the within Mortgage upon payment by Mortgagor to Mortgagee of a sum of 150% of the existing mortgage balance (on a declining balance) per acre.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that no other terms of the aforesaid note and mortgage are in any way changed, altered, or amended by this agreement.

WITNESS our hands and seals this the 1st day of February,

1983. In the Presence of: DURBIN CREEK, INC. STATE OF SOUTH CAROLINA **PROBATE** COUNTY GREENVILLE OF

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Virginia D. Rogers sign, seal and as her act and deed deliver the within written Loan Modification Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this arolyn V. Curtis 23 day of February, 1983. (L.S.)Notary Public for South Carolina My Commission expires: MY COMMISSION EXPIRES JULY 6, 1989.

STATE OF SOUTH CAROLINA) PROBATE COUNTY OF GREENVILLE)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Durbin Creek, Inc., by its duly authorized officers signs, seal and as their act and deed deliver the within written Loan Modification Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Law Offices Horton, Drawdy, Hagins, Ward and Johnson, P.A. Greeaville, S.C.

SWORN to before me this 3 day of February, 1983.

Cherry & Roberton

(L.S.)

My Commission expires: 9-29-92

APR 1 4 1983

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