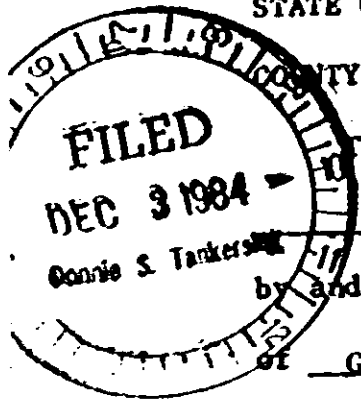


STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

REAL ESTATE
EXTENSION AGREEMENT

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THIS AGREEMENT made and executed as of the 15th day of November
1984, at Greenville, So. Car.,

by and between THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA,
of Greenville, So. Car., (herein sometimes called
Bank) and William P. Vaughn, Jr add C. Marie H. Vaughn of Greenville, South
Carolina, (herein sometimes called Borrower), as follows:

WITNESSETH:

WHEREAS, Borrower executed its certain promissory note dated
Sept. 17, 1984, whereby it promised to pay to the order of The
Citizens and Southern National Bank of South Carolina the sum of
Sixty Eight Thousand and no/100 (\$ 68,000.00) DOLLARS
on Demand or before Nov. 15, 1984, with interest thereon at a rate of
14.75% PER CENT per annum; and

WHEREAS, the said note is secured in whole or in part by a certain
mortgage of real property dated Sept. 17, 1984, and recorded
on Sept. 20, 1984 at 11:42 a.m. in Book 1682,
Page 457, Office of the R.M.C., Greenville
County, South Carolina; and

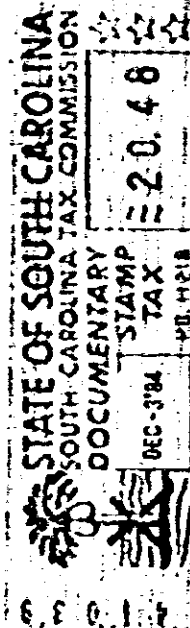
WHEREAS Bank is now the holder of the said note and mortgage and
Borrower is now the owner of the mortgaged premises;

NOW, THEREFORE, The Citizens and Southern National Bank of South
Carolina, in consideration of ONE (\$1.00) DOLLAR paid by Borrower, and the
mutual covenants hereof, the receipt whereof is hereby acknowledged does
hereby modify the terms of payment of the indebtedness evidenced by said
note and secured by said mortgage so that the same shall be due and payable
as follows:

New Balance	\$ <u>68,000.00</u>
New Due Date	<u>11-30-84</u>
New Maturity Date	<u>11-30-84</u>
New Interest Rate	<u>14.75</u> %

Borrower in consideration of the above extension and of ONE (\$1.00)
DOLLAR paid by Bank (the receipt of which is acknowledged) and of the
mutual covenants hereof, does hereby assume, covenant and agree to pay
said principal sum and interest as set forth in this agreement and to
comply with the other terms of said note and mortgage as hereby modified;

And it is agreed that the said note and mortgage, except as expressly
modified, altered or extended by this Extension Agreement, shall be and



NOTED -- 3 DE 3 84 335

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