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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

) MODIFICATION OF MORTGAGE
)

WHEREAS, on November 21, 1972, Southland Properties, Inc. executed and delivered to the South Carolina National Bank of Charleston, a mortgage note in the original principal sum of \$540,000.00 secured by a real estate mortgage of the same date which mortgage is recorded in the R.M.C. Office for Greenville County in Mortgage Book 1258 at page 99, which mortgage covers Lots Nos. 15, 16, 17, 18, 19, 20, 21, 22, 23, 33, 36, and 76 of Stratton Place Subdivision according to a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book 4-R at Pages 36 and 37. and,

WHEREAS, the parties hereto desire to amend the terms of said mortgage and to delete therefrom Lots Nos. 21, 22 and 36 of said subdivision and to retain as security thereunder the remaining lots.

NOW THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants herein contained and the sum of \$1.00, the undersigned parties agree as follows:

1. The South Carolina National Bank of Charleston does hereby release, relinquish and forever discharge Lots Nos. 21, 22 and 36 of the subdivision known as Stratton Place according to a plat thereof dated July 10, 1972 and recorded in the R.M.C. Office for Greenville County in Plat Book 4-R at Pages 36 and 37 from the lien of that certain mortgage dated November 21, 1972, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1258 at Page 99, retaining said mortgage in full force and effect over the remaining property described in said mortgage, and the South Carolina National Bank of Charleston agrees to disburse proceeds of the loan secured by said mortgage for the construction of houses on the said lots not heretofore released, according to the terms set forth in the commitment letter from the South Carolina National Bank of Charleston to Southland Properties, Inc., dated October 16, 1972, subject only to the deletion of Lots Nos. 21, 22 and 36.

2. Southland Properties, Inc., hereby agrees to comply with the terms of said note, mortgage and commitment letter except as herein modified by the deletion of Lots Nos. 21, 22 and 36 from the lien of the aforesaid mortgage.

3. It is understood and agreed between the parties that the principal sum of \$540,000.00 shall be allotted to the construction on the lots as follows:

See Release Plat 15 Stratton Place. See R.E.M. Book 1258 page 705