GREENWELLE CO. 4.0

STATE OF SOUTH CAROLINA )

MODIFICATION AND EXTENSION AGREEMENT
COUNTY OF GREENVILLE )

This Agreement made and entered into this <u>lst</u> day of <u>July</u>, 1974, by and between James M. Crain and Mary C. Crain (hereinafter called Mortgagors) and Bankers Trust of South Carolina, N.A. (hereinafter called Mortgagee),

## WITHESSETH:

Whereas, on January 2, 1974, the Mortgagors executed in favor of the Mortgagee their promissory note in the principal sum of \$50,190.05, and gave as security therefor a mortgage which is recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1299 at Page 251 and

Whereas, there is a present outstanding balance of \$50,190.05 due on said note and

Whereas, the Mortgagors have requested the Mortgagee to extend the time for the performance of the obligation;

NOW, THEREFORE, for and in consideration of the premises and the sum of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties as follows:

- (1) That the terms of the promissory note and the mortgage recorded in Mortgage of Real Estate Book 1299 at Page 251 in the RMC Office for Greenville County, South Carolina, shall be modified in the following manner: (a) that the principal amount of the note and mortgage shall be \$65,000.00; (b) that the other mortgage shall be payable upon demand made upon the Mortgagors by the Mortgagee.
- (2) That all other terms of the said promissory note and mortgage not modified by this agreement shall remain unchanged.
- (3) That it is understood and agreed that it shall not be necessary for the Mortgagor to execute a new promissory note but that the agreements made herein shall constitute modification of the original note dated January 2, 1974.

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