

Filed Greenville Co., S. C.
Oct. 31, 1974 9:41 A.M.
NOTE AND MORTGAGE EXTENSION AGREEMENT

1326 843

Original Note: \$106,000.00

Extension Charges: -0-

Balance: \$ 85,062.98

Charcoal Steak House, Inc.
(Co-maker(s) must execute)

Original Mortgage recorded
in R.M.C. Office for Green-
ville County, Greenville,
S.C., Mtg. Book 1213, Pg.

Date: 11/9/71

Interest Rate: 9%

Annual Percentage Rate (if different 369.
from original note): _____

NOW, THEREFORE, for valuable consideration, BANKERS TRUST OF SOUTH CAROLINA, N.A.
agrees to extend the payment of said note and mortgage from the 1st day of September,
19 74, to the 1st day of Dec., 19 74, as follows:

The Bank agrees that the payments due for September 1, 1974, October 1, 1974,
so long as Charcoal Steak House, Inc., T. C. Theodorou, Ind., and Steve Small, Ind.
(See Back*)
(Maker or Makers)

shall pay interest at the rate set forth above and as provided in said note, and shall further
keep and perform all covenants and agreements in said note contained. And the undersigned,
in consideration of the said extension of time and payment and the forbearance of said bank
agrees to and accepts said extension upon the terms herein stated.

In case of default in the payment of any interest or principal payment, and in case
of failure to keep or perform any of the covenants and agreements in said note and mortgage
contained, this agreement shall, at once, become null and void at the option of the Bankers
Trust of South Carolina, N.A. and said note and mortgage and the entire indebtedness thereby
evidenced shall, at once, become due and payable and may be collected without notice together
with accrued interest, anything hereinbefore contained to the contrary notwithstanding. The
right of recourse to recover the amount of said note against an endorser X, surety , or
guarantor , or said note is hereby explicitly reserved.

It is further expressly understood and agreed that any insurance covering property
described in said mortgage will be carried by the makers of said note and mortgage until the
date of maturity of said indebtedness as set forth in said note and mortgage and above, and
that the makers of said note and mortgage will carry said insurance during the extended period
at their cost and expense.

This instrument represents an extension of an original obligation dated
November 9, 1970 in the principal amount of \$106,000.00.

Given under our Hand and Seal this the 1st day of September, 19 74.

WITNESS:

[Signature]

[Signature]

CHARCOAL STEAK HOUSE, INC.

By:

[Signature] (L.S.)

Theodore C. Theodorou, President

[Signature] (L.S.)

Steve Small, Treasurer

[Signature] (L.S.)

Theodore C. Theodorou, Individ.

[Signature]
~~XXXXXX~~ Steve Small, Individ.

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