STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

## MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT Made and entered into as of the 25th day of January, 1975, by and between THREATT-MAXWELL ENTERPRISES, INC., a corporation organized and existing under the laws of the State of South Carolina, having its principal place of business in the City of Greenville, South Carolina (hereinafter called Mortgagor), and FIRST PIEDMONT MORTGAGE COMPANY, INC., a mortgage banking corporation having its principal offices in Greenville, South Carolina (hereinafter called Mortgagee):

## WITNESSETH:

WHEREAS, on July 25, 1973, the Mortgagor executed in favor of the Mortgagee its promissory note in the sum of Two Hundred Thousand (\$200,000.00) Dollars, and gave as security therefor a mortgage which is recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1285, page 787; and

WHEREAS, the time for performance was extended by written agreement on January 25, 1974 to July 25, 1974, and on July 25, 1974 to January 25, 1975; and

WHEREAS, the Mortgagor has paid interest accrued to January 25, 1975, which interest was first advanced on the loan to Mortgagor, then paid to Mortgagee, and has requested the Mortgagee to further extend the time for the performance of the obligation; and

WHEREAS, Mortgagor has furnished a satisfactory up-dated title opinion to Mortgagee,

NOW, THEREFORE, for and in consideration of Two Thousand (\$2,000.00) Dollars first advanced on the loan to Mortgagor then paid to Mortgagee, the receipt of which as an extension fee is hereby acknowledged by the Mortgagee, it is agreed by and between the parties as follows:

1. That the terms of the promissory note and the mortgage recorded in Mortgages of Real Estate Book 1285, Page 787, in the RMC Office for Greenville County, South Carolina shall be modified in the following manner: