

(3) That all other terms of said promissory note and mortgage not modified by this Agreement shall remain unchanged.

(4) 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 a modification of the original note and mortgage dated July 12, 1974.

(5) That this Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the day and year above mentioned.

In the presence of:

Stimpert Russell
[Signature]

[Signature] (SEAL)
Charles E. Upchurch

Stimpert Russell
[Signature]

C. DOUGLAS WILSON & CO. (SEAL)
By: [Signature]
Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Charles E. Upchurch sign, seal and as his act and deed deliver the within written Modification and Extension Agreement, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Stimpert Russell

SWORN to before me this

17 day of November, 1975

[Signature] (SEAL)
Notary Public for South Carolina

My commission expires: _____

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