mortgage as the same are modified by this agreement and First National Bank hereby consents to the transfer of said property and to the assumption.

- (2) First National Bank has re-advanced to the account of Crown Inns of Greenville the sum of \$19,204.61, and the outstanding principal indebtedness under said note is, on the date hereof, \$180,000.00; the amount of the monthly installments is hereby modified so that the indebtedness shall be payable as follows: \$4,300.00 on the first day of April, 1977 and a like payment of \$4,300.00 on the first day of each month thereafter until paid in full, said payments to be applied first to interest at the rate of ten (10%) percent per annum, and the remainder to principal, until paid in full.
- (3) Crown Inns of Greenville convenants and agrees that the aforesaid mortgage shall be modified so that at the option of First National Bank as mortgagee, the aforesaid indebtedness shall become due and payable if, without written consent of the Bank, Crown Inns of Greenville shall convey away the mortgaged premises, or if the title shall become vested in any other person or corporation in any manner whatsoever.
- (4) The parties hereto agree that upon the failure to pay the principal indebtedness or any installment thereof or interest thereon or in the performance of any of the terms and conditions of the obligation as modified by this agreement, First National Bank may, at its option, declare the entire principal indebtedness, with interest, immediately due and payable and may proceed to collect same and avail itself of all rights and remedies given to it under the obligation in the event of a default.
- (5) Crown Inns of America herewith consents to the re-advance of the sum of \$19,204.61 to the account of Crown Inns of Greenville and ratifies the total obligation and agrees to continue to remain liable on the aforesaid note and mortgage as modified by this agreement.
- (6) All terms and conditions of the obligation shall continue in full force except as modified expressly by this agreement, and the statute of limitations will not commence to run against the obligation until the expiration of the time for payment of the indebtedness as herein extended.

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