1 23 AM 183 STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF

ROLINA LOAN MODIFICATION AGREEMENT

WHEREAS, on the 8th day of August, 1980, Virginia D. Rogers of Greenville, South Carolina made a mortgage loan to Durbin Creek, Inc. covering \pm 78.32 acres located off Goldsmith Road, Greenville County, South Carolina, in the original principal sum of Sixty Seven Thousand Two Hundred and No/100 (\$67,200. 0) Dollars, with payments thereon on an irregular basis as per the terms of said promissory note, with interest at the rate of 9.50% per annum; and

WHEREAS, the principal balance due on said mortgage loan has now been reduced to the sum of Forty Five Thousand and No/100 (\$45,000.00) Dollars; and

WHEREAS, it is now desired by the parties hereto that the terms of said note and mortgage be amended so as to provide for a payment period of eight (8) years, with payments thereon at the rate of Six Hundred Seventy and 99/100 (\$670.99) Dollars per month, with interest at the rate of 9.50% per annum, to be computed and paid monthly. Said payments to being the first day of March, 1983.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in and for the mutual considerations and premises hereinabove expressed, Virginia D. Rogers does hereby authorize the undersigned obligor to make payments on the aforesaid mortgage being recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1512, at Page 961 at the rate of Six Hundred Seventy and 99/100 (\$670.99) Dollars per month, bearing interest at the rate of 9.50% per annum, payable monthly, and that so long as said payments are made promptly on the first day of each and every calendar month this loan shall not be considered delinquent, but should the said obligor, or its grantee, or assigns, fail to make said payments as agreed, then in that event, the holder of this mortgage may institute foreclosure proceedings according to the terms as set out in said note and mortgage; provided however, Mortgagee agrees to give Mortgagor fifteen (15) days written notice to cure any such default and reinstate said Mort-

Law Offices Horton, Drawdy, Hagins, Word and Johnson, P.A. Greenville, S.C.

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