

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MODIFICATION AND EXTENSION
AGREEMENT

FILED
DOWNS, THOMPSON &
R. M. G.

THIS AGREEMENT, made this the 15th day of May, 1975, between Bankers Trust of South Carolina, Greenville, South Carolina, a national banking institution organized under the laws of the United States of America, hereinafter called the "Bank," and Kenneth R. and Margaret M. Summers of Greenville, South Carolina, hereinafter called the "Obligors,"

WITNESSETH:

WHEREAS, the Bank is owner and holder of a Note dated May 12, 1972, executed by the Obligors in the original amount of Thirty-Two Thousand and no/100 Dollars (\$32,000.00) and secured by a mortgage recorded in Mortgage Book 1233 at Page 146 on the premises of the Obligors known and designated as:

All that certain lot of land lying in the State of South Carolina, County of Greenville, on the southeastern side of Crapemyrtle Drive, shown as Lot 92, on a plat of GREEN VALLEY ESTATES recorded in the RMC Office for Greenville County in Plat Book QQ at Pages 2 and 3 and being further described according to the plat as follows:

BEGINNING at an iron pin on the southeastern side of Crapemyrtle Drive at the joint corner of Lots 91 and 92 and running thence along the line of Lot 91, S. 60-37 E. 170 feet to an iron pin in the line of Lot 93, N. 63-59 W. 152.2 feet to an iron pin on the southeastern side of Crapemyrtle Drive; thence along Crapemyrtle, S. 29-22 W. 160 feet to the point of beginning.

This conveyance is subject to protective covenants recorded in Deed Book 593 at Page 297 and to certain easements and rights of way, including a drainage easement running near the southwestern line of Lot 29 and a ten foot drainage easement extending across the above described property.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter expressed:

(1) The Bank agrees that the balances of the loan shall be extended as follows: The monthly principal and interest payments in the amount of \$250.00 each due on the 15th of each and every month shall continue as agreed upon in the original note and mortgage until May 15, 1976, at which time all principal and interest shall be due and payable.

(2) The interest rate on the Note and Mortgage shall be changed from the present rate of 7% to a rate of 8%.

The Debtor does hereby ratify, affirm and acknowledge that this Debt Instrument is binding and enforceable according to its terms and tenures.

IN THE PRESENCE OF:

BANKERS TRUST OF SOUTH CAROLINA
By:

Barbara Mitchell

L. L. Jepson
L. L. Jepson, Vice President

957

4328 RV-21