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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

DONNIE S. TANNER SILEY  
MODIFICATION AGREEMENT (X)

THIS MODIFICATION AGREEMENT, made and entered into this 14th day of January, 1976, by and between BANKERS TRUST OF SOUTH CAROLINA and WILEY & ASSOCIATES, a partnership,

W I T N E S S E T H:

WHEREAS, Wiley & Associates has heretofore executed and delivered to The Citizens & Southern National Bank of S. C., for value received, its certain Promissory Note dated July 14, 1975, in the principal sum of One Hundred Seventeen Thousand and No/100 (\$117,000.00) Dollars, and its certain Mortgage of Real Estate securing said Note and conveying property consisting of 19.82 acres of land located on the westerly side of Miller Road in Greenville County, South Carolina, which Mortgage is recorded in the Greenville County RMC Office in Mortgage Book 1343 at Page 886, and

WHEREAS, The Citizens & Southern National Bank of S. C. has assigned said Note and Mortgage to Bankers Trust of South Carolina and Bankers Trust of South Carolina is the owner and holder of said Note and Mortgage, and

WHEREAS, the parties desire to amend said Note and Mortgage so as to extend the maturity date until July 14, 1976, and to provide that the interest shall be payable at a rate equal to two (2%) percent above the prime rate established by Bankers Trust of South Carolina from time to time.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth the parties hereto do hereby agree as follows:

1. The terms of the aforesaid Note and Mortgage are hereby amended so as to provide that the principal sum of One Hundred Seventeen Thousand and No/100 (\$117,000.00) Dollars shall be due and payable in full on July 14, 1976, with interest thereon from January 14, 1976, at a rate equal to two (2%) percent above the prime rate established by Bankers Trust of South Carolina adjusted monthly, payable on July 14, 1976; all interest not paid when due to bear interest at the same rate as principal.

2. The terms and provisions of the aforesaid Note and Mortgage as herein modified are ratified and confirmed in all respects.

3. Wiley & Associates advises that the outstanding principal balance on said Note is One Hundred Seventeen Thousand and No/100 (\$117,000.00) Dollars.

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