800x 1295 PAGE 87

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MODIFICATION AND EXTENSION AGREEMENT

WHEREAS, First Piedmont Mortgage Company, Incorporated, of Greenville, South Carolina hereinafter referred to as the Corporation, is the owner and holder of a promissory note dated January 17, 1973, executed by Academy, Inc. in the original sum of \$12,000.00, bearing interest at the rate of Eight (8%) percent for 5 months and secured by a first mortgage on the premises being known as No. 10 Glover Street, Greenville, South Carolina which is recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1264 at Page 105, title to which is presently still in the name of the undersigned OBLIGOR; and

WHEREAS, the Corporation has agreed to extend the date of payment of said note and mortgage for 6 months from the date of this instrument.

NOW, THEREFORE, this instrument made and entered into this 1973 by and between the Corporation as MORTGAGEE and Academy, Inc. as OBLIGOR.

## WITNESSETH:

In consideration of the premises and further the sum of One and No/100 (\$1.00) Dollar paid by the Corporation to the OBLIGOR, receipt of which is hereby acknowledged the undersigned parties agree as follows:

- 1. That the loan balance at the time of this extension is \$12,000.00;
- 2. That the Corporation is continuing the interest rate on the balance at Eight (8%) percent;
- 3. That the OBLIGOR agrees to repay said obligation 6 months from the date of this instrument;
- Privilege to anticipate payment in full at any time is hereby reserved.
- 5. That all terms and conditions as set out in the note and mortgage are to remain in full force except as modified by this agreement.
  - 6. That this agreement shall bind jointly and severally the