STATE OF SOUTH CAROLINA) MODIFICATION AND EXTENSION AGREEMENT XXX COUNTY OF GREENVILLE)

This Agreement made and entered into this ____14th_ day of August, 1974, by and between John D. Every, Martha O. Every, N. David Morton and Sharlyn W. Morton, hereinafter called Obligors and Bankers Trust of South Carolina, N.A., hereinafter called Obligee.

WITNESSETH:

Whereas, on August 14, 1973, John D. Every and Martha O. Every executed in favor of the Obligee their promissory note in the amount of \$16,500.00 and gave as security therefor a mortgage which is recorded in the RMC Office for Greenville County in Mortgage Book 1288 at Page 367, and

Whereas, there is a present outstanding balance of \$16,500.00 due on said note, and

Whereas, the said John D. Every and Martha O. Every have contracted to sell to N. David Morton and Sharlyn W. Morton the real estate secured by the said mortgage and

Whereas, the Obligors have requested the Obligee to extend the time for the performance of the obligation.

Now, therefore, for and in consideration of the premises and the sum of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged by the Obligee, it is agreed by and between the parties as follows:

- (1) That the terms of the promissory note and mortgage quoted in Mortgages of Real Estate Book 1288 at Page 367 in the RMC Office for Greenville County, South Carolina shall modify in the following manner:
 - (a) The term of said note and mortgage shall be extended until August 14, 1975.
 - (b) That as further consideration and as inducement for the Obligee's extension of the term of the said note and mortgage, it is agreed by the Obligors that the interest rate shall be nine percent.