

GREENVILLE CO. S. C.  
 FILED  
 SEP 25 3 15 PM '81  
 DONNIE S. TANKERSLEY  
 R.M.C. MORTGAGE

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE ) AND NOTE MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 11<sup>th</sup> day of September, 1981, by and between The South Carolina National Bank, a national banking association (hereinafter called "Payee"), and Jimmy C. Polk and Barbara J. Polk (hereinafter called "Payor").

W I T N E S S E T H:

WHEREAS, Payee is the owner and holder of a Note of Payor to Payee dated March 1, 1979, in the original principal amount of Sixty Thousand One and No/100 (\$60,001.00) Dollars which said Note is secured by a Mortgage of even date and like amount and recorded in the RMC Office for Greenville County in Mortgage Book 1459 at Page 396 on March 9, 1979; and

WHEREAS, Payor, as of the date of this Agreement, is the owner of the real property as more fully described and set forth in said Mortgage; and

WHEREAS, the parties hereto have agreed to a Modification of said Note and Mortgage, as more fully hereinafter set forth, to extend the times for payment thereunder which said Modification is in the mutual interest of the parties hereto.

NOW, THEREFORE, in consideration of the premises and covenants herein and the sum of One and No/100 (\$1.00) Dollars paid to each party by the other party hereto, the receipt of which is hereby acknowledged, it is mutually covenanted and agreed:

- (1) If all or any part of the property or an interest therein is sold or transferred or any leasehold interest is granted by Payor without Payee's prior written consent, Payee may, at Payee's option, declare all sums secured by this Mortgage to be immediately due and payable. Payee shall have waived such option to accelerate if prior to such sale or transfer Payee and the purchaser or transferee of the property reach an agreement in writing that the credit of such purchaser is satisfactory to Payee and that the interest payable

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