STATE OF SOUTH CAROLINA )

MORTGAGE AND NOTE MODIFICATION AGREEMENT

COUNTY OF GREENVILLE )

THIS AGREEMENT made and entered into this 21 day of September, 1981 by and between THE SOUTH CAROLINA NATIONAL BANK, a national banking association (hereinafter called "Payee") and ELCO PERSONNEL, INC., John C. Evans, Constance M. Evans, Thomas P. Taylor, Patricia L. Taylor, and Eruce K. Hoffmaster (hereinafter called "Payor").

## WITNESSETH:

WHEREAS, Payee is the owner and holder of a Note of Payor to Payee dated July 15, 1980, in the original principal amount of Twelve Thousand Five Eundred (\$12,500.00) Dollars, which Note is secured by the following Mortgages of even date and like amount:

- (1) Mortgage of John C. Evans and Constance II. Evans recorded in the R.M.C. Office for Greenville County on July 21, 1980 in Mortgage Book 1508 at Page 175; and
- (2) Mortgage of Thomas P. Taylor and Patricia L.
  Taylor recorded in the R.M.C. Office for
  Greenville County on July 21, 1980 in Mortgage
  Book 1508 at Page 171; and

WHEREAS, Mortgagors as set forth in the first recital above, as of the date of this Agreement, are the respective owners of the real property as are more fully described and set forth in said Mortgages; and

WHEREAS, the maturity date of said Note and Mortgages has expired and Payor is now in default of payment on such loan; and

WHEREAS, the parties hereto have agreed to a Modification of said Note and Mortgages, as more fully hereinafter set forth, 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 (\$1.00) Dollar 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 Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all sums secured by these Mortgages to be immediately due and payable. Lender shall have waived such option to accelerate if prior to such sale or transfer Lender and the purchaser or transferee of the property reach an agreement in writing that the credit of such purchaser is satisfactory to Lender and that the interest payable on the sum secured by these Mortgages shall be

4328 RV-2

**I**O

**(**)

0.

THE RESERVE OF THE RE

AND THE PARTY OF THE

- Comment of the Co