GREEN FILED CO. S. C.

STATE OF SOUTH CAROLINA ) 25MPRTGAGE AND NOTE MODIFICATION AGREEMENT COUNTY OF GREENVELLE ) ANNERSLEY

THIS AGREEMENT made and entered into this <u>30</u> day of September, 1981, by and between THE SOUTH CAROLINA NATIONAL BANK, a national banking association (hereinafter called "Lender"), and CHARLES E. ROBINSON, III and DONNA O. ROBINSON (hereinafter called "Borrower").

## WITNESSETH:

WHEREAS, Lender is the owner and holder of a Note of Borrower to Lender dated January 13, 1981, in the original principal amount of Thirty-Seven Thousand and No/100 (\$37,000.00) Dollars (hereinafter referred to as "Primary Note") which said Note is secured by a Mortgage of even date and like amount and recorded on January 14, 1981, in Mortgage Book 1530, at Page 32, in the RMC Office for Greenville County, South Carolina; and

WHEREAS, Borrower, 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 maturity date of said Primary Note and Mortgage has expired and Borrower is now in default of payment of such loan; and

WHEREAS, the parties hereby have agreed to a Modification of said Primary Note and Mortgage, 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 and No/100 (\$1.00) Dollar, to each of the undersigned in hand paid by the other, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed that said Primary Note and Mortgage are hereby amended as follows, to-wit:

 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 this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if prior to such

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