- (a) The balance due and payable upon said promissory note as of instant date is the sum of ONE HUNDRED SIXTEEN THOUSAND, SEVEN HUNDRED SIXTY FIVE and TEN/ONE HUNDREDTHS (\$116,765.10) DOLLARS.
- (b) Payments required in said original note and subsequent amendments in the present sum of TWO THOUSAND EIGHT HUNDRED TWENTY (\$2,825.00) DOLLARS monthly on the 20th day of each month shall be waived for the months of February, March, April, May, June, July and August, 1982, with interest only on the principal sum due of One Hundred Sixteen Thousand, Seven Hundred Sixty Five and Ten/One Hundredths (\$116,765.10) Dollars which accrues from February 20, 1982, so that on the due date of said indebtedness, to wit, September 20, 1982, there will be due the principal balance above stated together with interest as provided in the last amendment to the original note for this period.
- (c) That in all other respects, the terms and conditions of said promissory note shall remain in full force and effect and the same are hereby ratified and affirmed by the respective parties to this instrument.
- 2. The original mortgage instrument executed in favor of The South Carolina National Bank on July 21, 1975, and recorded in Mortgage Book 1344 at Page 329, shall continue in full force and effect so as to constitute a first lien upon the premises therein described consisting of a tract of 2.86 acres on the southwest side of Interstate Highway 385 and the northwest side of Congaree Road, in County and State aforesaid, all of the terms and conditions of said mortgage as amended being herewith expressly reaffirmed and ratified by all of the parties hereto, except as herein modified.
- 3. The execution of these presents by Kenneth E. Walker and Jones A. Walker and by Frank Towers Rice, shall in no wise be considered a release, discharge, waiver or modification by The South Carolina National Bank of the original obligation of each signator to said note executed on July 21, 1975.
- 4. This Agreement shall be effective as of April 1982.
- 5. This Agreement shall be fully binding upon all of the parties hereto, their heirs executors, administrators and successors and assigns.