COUNTY

OF CREENVILLE

*****:* :-

WHEREAS, Community Bank of Greenville, South Carolina, hereinafter referred to as the Bank, is the owner and holder of a promissory note dated June 1, 1982, executed by The Vista Co., Inc., Vista Builders, a General Fartnership, and Loyd G. Boyer, individually, in the original amount of \$120,605.17, bearing interest at the rate of prime plus 1% variable rate and secured by a mortgage on several parcels of real estate, which is recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1543 at page 483, and in the Office of the Clerk of Court for Pickens County in Mortgage Book _____ at page _____ title to which property is vested in the undersigned Obligors, who have agreed to assume said mortgage loan and to pay the balance due thereon; and

WHEREAS, the Bank has agreed to transfer the ownership of the mortgaged premises to the Obligors and their assumption of the mortgage loan, provided the mortgage balance shall not exceed \$100,000 and the interest rate on the balance due shall remain at a rate of prime plus 1% variable.

NOW, THEREFORE, this agreement is made and entered into this 3rd day of October, 1983, by and between the Bank and the undersigned,

WITNESSETH:

In consideration of the premises and the further sum of \$1.00 paid by the Bank to the Obligors, receipt of which is hereby acknowledged, the undersigned parties agree as follows:

- 1. That the loan balance at the time of this agreement is \$46,000 plus accumulated interest. Obligor agrees to pay interest on the unpaid balance monthly beginning November 1, 1983 with the principal balance due on demand, which principal balance shall include future advances.
- 2. That all terms and conditions as set out in the note and mortgage shall remain in full force, except as modified expressly by this Agreement.

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