

Extension Agreement

Whereas, Mark W. Bauble, Gladys M. Bauble and Courtney D. Bauble of Fulton County, Georgia, heretofore executed and delivered to New York Life Insurance Company, of New York City, N. Y., a certain mortgage or deed of trust recorded in the office of the R. M. C. Greenville County, S. C. in Mortgage Book # page 264, covering the premises therin described, and securing the payment of the sum of Twenty-five Thousand & no/100 (\$25,000.00) Dollars, evidenced by real estate notes or obligations bearing even date therewith, with interest;

Now Therefore, the undersigned owners of the premises described in said mortgage or deed of trust, desiring an extension of the time of payment of the principal sum now remaining unpaid as hereinafter set forth, the holder of said notes or obligations hereby grants such extension and in consideration thereof the undersigned owners of the premises described in said mortgage or deed of trust hereby acknowledge that said mortgage or deed of trust is a valid first lien upon the premises therein described, and the real estate notes or obligations heretofore mentioned are now evidence of a just and valid debt of the undersigned owners in the principal sum of Twenty-five Thousand & no/100 (\$25,000.00) Dollars, with interest, and jointly and severally promise and agree as follows:

1. To pay Twenty-five Thousand & no/100 (\$25,000.00) Dollars, on January 1, 1938, and not before the maturity thereof as the same is hereby extended, with interest on the unpaid principal sum at the rate of five and one-half per centum (5 1/2 %) per annum, payable semi-annually on July 1st and January 1st in each year, with interest after maturity, whether in course or after acceleration of maturity, at the highest rate which may lawfully be required by the holder of said notes or obligations. Both interest and principal are payable at the place of payment indicated in said real estate notes or obligations, or at such other places as the holder of said notes or obligations may designate in writing.
2. Notification of the retention of this agreement by the holder of said notes or obligations to the owner of the premises described in said mortgage or deed of trust, or its assigns, shall be conclusive evidence of such extension against all persons whomsoever.
3. Except as otherwise expressly provided herein, this extension shall be subject to all terms, covenants and conditions of said mortgage or deed of trust and said notes or obligations, which shall be construed as a part hereof as fully as to all intents and purposes as if written at length herein.
4. In case of breach in any of the covenants and conditions herein as above construed, at its option, the holder of said notes or obligations, or its assigns, may declare said notes or obligations and all interest thereon and all further