THIS AGRREMENT made this 16th day of December , 1970 between Motor Contract Company of Greenville, Inc., a corporation chartered under the laws of the United States, hereinafter called the "Corporation", and Garvin W. Rollins and Polly J. Rollins
hereinafter called the "Obligor". WITNESSETH: WHEREAS, the Corporation is the owner and holder of a note dated March 13 , 1969 executed by the Obligor Garvin W, and Polly J. Rollins
in the original amount of \$ *1980.00*, and secured by a mortgage on the premises known and designated as Lots Nos. 47 and 48 on RIVERDALE ACRES SUBDIVISION, on the
Eastern side of sulphur Springs Drive, County of Greenville, State of South Caro said mortgage being recorded in the R. M. C. Office for Greenville County, South Carolina, in Mortgage Book 1120 at page 25, title to which mortgaged premises is now vested in the said Obligor; and said Obligor has requested the Corporation to extend the time for nerformance of the obligation,
1. In consideration of the readvance to the Obligor of the sum of \$*645.24* and the extension of the time for performance, the Obligor agrees that the rate of interest on the entire amount now due, including the readvance, be 7 per cent, per annum, and the Obligor does hereby agree that the said readvance was advanced by the Corporation for the account of the Obligor and that the said sum shall be secured by the said note and mortgage.
2. It is mutually agreed that the principal indebtedness, including the readvance of \$\\\ \pm\$ \\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
3. Obligor agrees that if a default shall exist for a period of thirty (30) days in the failure to pay the principal indebtedness or any installment thereof or interest there on or in the performance of any of the terms and conditions of the obligation as modified by this agreement, the Corporation may, at its option, declare the entire principal indebtedness, with interest immediately due and payable and may proceed to collect same and avail itself of all rights and remedies given to it under the obligation in the event of a default.
4. All terms and conditions of the obligation shall continue in full force except as modified expressly by this agreement, and the statute of limitations will not commence to run against the obligation until the expiration of the time for payment of the indebteduness as herein extended.
5. This agreement shall bind jointly and severally the heirs, the executors, the administrators, the successors and the assigns of the Corporation and of the Obligor, respectively.
IN WITNESS WHEREOF, the Corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer, and the Obligor has hereunto set his hand and seal of if the Obligor be a corporation, has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer (a) on the date and sear above written.
IN THE PRESENCE OF: DEC 3 0 1970 EV TOTAL OF GREENVILLE, INC. OF GREENVILLE, INC. OF GREENVILLE, INC.
As to the Corporation
Ag to the Obligor Tables Sellins 15
STATE OF SOUTH CAROLINA Obligor COUNTY OF GREENVILLE
who being first duly sworn, says that he saw J. E. Phipps Vice President of Fotor Contract
Company of Greenville, Inc., a corporation chartered under the laws of the United States, sign seal and with its expressed and as the act and deed of said corporation deliver the within written agreement, and that he with
SWORN to refore me this 16th day December , 10 70 Notaty Public for South Carolina or were Sworn to refore me this 16th December , 10 70 S. C. Documentary Stamps
No tary Public for South Carolina, 22, 1978 L-1921-S.C. My Commiss Lio Expire Md. 22, 1978 (CONTILUED IN FIXT PAGE) Affinish to Copy