



BOOK 1432 PAGE 839

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AGREEMENT

THIS AGREEMENT made and entered into this 21st day of December, 1979, by and between AIKEN PROPERTIES, a South Carolina limited partnership, (hereinafter referred to as "Aiken") and NCNB MORTGAGE CORPORATION, a North Carolina corporation (hereinafter referred to as "NCNB").

W I T N E S S E T H:

WHEREAS, on May 31, 1974, Greenhill, Inc., a South Carolina corporation executed in favor of C. Douglas Wilson Company (now know as NCNB Mortgage corporation) a promissory note in the sum of \$270,000.00 and gave as security therefore a mortgage which is recorded in the R.M.C. Office of Greenville County, South Carolina in Mortgage Book 1313 at Page 259, which mortgage conveys a certain tract of land containing 3.54 acres fronting on Wade Hampton Boulevard and Pine Knoll Drive in the City of Greenville in Greenville County, South Carolina; and

WHEREAS, by deed dated January 26, 1976, recorded in Greenville County R.M.C. Office in Book 1030 at Page 721, Greenhill, Inc., conveyed title to the subject loan to Aiken, whereby Aiken did assume and agree to pay the obligation evidenced by the note and secured by the mortgage described above; and

WHEREAS, the above note and mortgage has been modified by modification extension agreements dated May 30, 1975, May 31, 1976, September 18, 1978 and January 1, 1979; and

WHEREAS, the parties desire, at Aiken's request, to extend the present maturity date of said note and mortgage which maturity date is December 31, 1979, and in exchange for such as extension the parties further desire to modify the terms of the loan as described above;

NOW, THEREFORE, in consideration of the premises herein contained and the sum of \$10.00 in hand paid, receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

1. Aiken shall continue its timely payment of interest pursuant to the terms of the aforesaid note as modified.
2. The term of the said note and mortgage is hereby extended to April 30, 1981.
3. The terms of the aforesaid note and mortgage are hereby modified so that the interest due and payable monthly upon the unpaid principal balance shall be at the rate of One per cent above prime rate of interest established by North Carolina National Bank from time to time. Interest shall continue to be due and payable monthly in arrears immediately upon NCNB's advice of the sum so payable.
4. There shall be due and payable from Aiken on April 15, 1980 a principal payment in the sum of \$60,000.00.
5. In addition to the above principal payment and in addition to the monthly interest payments to be made pursuant to the above-described note as herein modified, there shall be due and payable from Aiken principal payments in the sum of \$3,000, said payments beginning on the first day of January, 1980, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that a final

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