

BOOK 1557 PAGE 767

MODIFICATION AND EXTENSION AGREEMENT

SOUTH CAROLINA
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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S.C.
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SEN. W. ERSLEY

THIS AGREEMENT, made this 12th day of October, 1981 between
WACHOVIA BANK AND TRUST COMPANY, N.A., a national banking association organized under the laws of the United States of America
('the Bank'), Robark Properties
('the Grantors'),

WITNESSETH:

WHEREAS, the Grantors have made and issued their promissory note, dated the 26th day of Sept., 1980 made part hereof by this reference as fully as if set out herein verbatim ('the Note'), evidencing an original indebtedness of One hundred fifty thousand and no/100-----Dollars (\$150,000.00) and to secure the Note, the Grantors executed their mortgage of even date with the Note and recorded in Book 1518, Page 111, Greenville County Registry made part hereof by this reference as fully as if set out herein verbatim ('the Mortgage');

AND, WHEREAS, the Bank, as holder and owner of the Note and the Grantors mutually desire to modify and amend the provisions of the same in the manner hereinafter set out, it being specifically understood that except as herein modified and amended, the terms and provisions of the Note and the mortgage shall remain unchanged and continue in full force as therein written.

NOW, THEREFORE, the Bank and the Grantors in consideration of the premises and the sum of One Dollar (\$1.00) to each in hand paid by the other, receipt of which is hereby acknowledged by each, do hereby agree that the Note and the mortgage should be, and the same hereby are, modified and amended to provide as follows:

[Here, type the new payment procedure, maturity date, additional covenant or other change to be made in the instrument]

interest shall accrue at a rate equal to one half (1/2) of one (1) percent above the prime rate of Wachovia Bank & Trust Company for the first year. The first year's interest will accrue and be payable quarterly beginning December 31, 1980. Interest shall accrue thereafter at a rate equal to 1/2% above Wachovia's prime rate and principal and interest will be repayable following said first anniversary in thirty-six (36) equal quarterly installments of principal plus all accrued interest, payable on the first day of each calendar quarter following said first anniversary.

IT IS MUTUALLY AGREED by and between the parties hereto that nothing herein contained shall impair the security now held for said indebtedness, nor shall waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Note or the mortgage except as herein amended, nor affect or impair any rights, powers or remedies under the Note and the mortgage or either of them. Furthermore, the Bank does hereby reserve all rights and remedies it may have as against all parties secondarily liable for repayment of the indebtedness evidenced by the Note.

[Note: Written consent to the modification and extension must be obtained from all parties secondarily liable for the repayment of the Note, including, without limitation, all endorsers, guarantors, sureties, accommodation makers, and the like so as to signify their consent to the changes and modifications and for the further purpose of signifying their agreement to remain bound for the repayment of the Note in accordance with its terms as amended.]

The Trustee joins in the execution of this Agreement as evidence of his knowledge of the provisions hereof and his consent to the modifications herein made.

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