

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MODIFICATION AGREEMENT

THIS AGREEMENT made this 21st day of September , 1971 between Bankers Trust of South Carolina, a banking corporation under the laws of South Carolina, hereinafter called the "Bank," and Judson T. Minyard, individually, hereinafter called the "Obligor,"

$\underline{\underline{W}} \underline{\underline{I}} \underline{\underline{T}} \underline{\underline{N}} \underline{\underline{E}} \underline{\underline{S}} \underline{\underline{S}} \underline{\underline{E}} \underline{\underline{T}} \underline{\underline{H}} :$

WHEREAS, the Bank is the owner and holder of a note dated July 29, 1976, executed by the Obligor in the original principal sum of \$775,000.00 and secured by a mortgage on certain real estate owned by the Obligor on Laurens Road, Greenville, S. C., which mortgage is recorded in the office of the Greenville County R.M.C. in Book 1374, page 16; and

WHEREAS, \$722,151.83 has been advanced on said note, and the Bank and Obligor have agreed that no additional sums will be advanced; and

WHEREAS, there is now due under said note the remaining principal balance of \$716,191.23 with interest paid through September 1, 1977;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter expressed and for other good and valuable consideration, the receipt of which is hereby acknowledged:

- (1) The parties agree that the loan will be repaid in consecutive monthly installments of \$6,679.36, first to interest at 8%, with the next installments due October 1, 1977,
- (2) Except as modified by this agreement, all the terms of the aforementioned note and mortgage will remain in full force and effect,
- (3) This agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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