JUN 19 9 46 All '74 DONNIE S. TANKERSLEY

R.M.C.

STATE OF SOUTH CAROLINA

MODIFICATION AND EXTENSION AGREEMENT

COUNTY OF GREENVILLE

THIS AGREEMENT made and entered into this 8th day of June, 1974, by and between Richard D. Wooten, Ward S. Stone and James D. Miller (hereinafter called "Mortgagors") and Fay H. Jones, as Trustee under Agreement with Thelma H. Burdine, et al, dated October 8, 1971 (hereinafter called "Mortgagee");

## WITNESSETH:

THAT WHEREAS on October 8, 1971, Mortgagors executed in favor of the Mortgagee their two promissory notes in the total sum of One Hundred Fifty-one Thousand, Two Hundred Seventy-six and 15/100 (\$151,276.15) Dollars and gave as security therefor a mortgage which is recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1209 at Page 281; and

WHEREAS, one of said promissory notes has been paid in full, but there is a present outstanding principal balance of Seventy-five Thousand, Six Hundred Thirty-eight and 38/100 (\$75,638.08) Dollars due on the remaining promissory note; and

WHEREAS, the Mortgagors have requested the Mortgagee to extend the time for the performance of the obligation;

NOW, THEREFORE, for and in consideration of the premises and other valuable considerations hereinafter set forth, the receipt of which is hereby acknowledged by the Mortgagee, it is agreed by and between the parties as follows:

- (1) That simultaneously with the execution and delivery of this Agreement, the Mortgagors will pay to the Mortgagee the sum of Twenty-five Thousand, Nine Hundred Forty and No/100 (\$25,940.00) Dollars, which sum shall be applied to reduce the principal balance of the note to Sixty Thousand and No/100 (\$60,000.00) Dollars and to pay all interest and attorneys' fees and Court costs due on said obligation up to June 8, 1974;
- (2) That the terms of the outstanding promissory note and the nortgage recorded in Mortgage of Real Estate Book 1209, Page 281, R.M.C. Office for

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