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WHEREAS, KOGER has requested WACHOVIA to defer the maturity of said note until the 1st day of November, 1975, and KOGER has agreed in consideration of such deferment to pay the accrued interest on the unpaid balance evidenced by said promissory note monthly at one and one-half per cent (1-1/2%) per annum above the prime commercial loan rate as hereinabove mentioned to and including the 1st day of November, 1975; and

WHEREAS, WACHOVIA has agreed to defer the said payment.

NOW, THEREFORE, in consideration of the premises the parties hereto do hereby agree as follows:

- principal balance due upon the said promissory note on the 1st day of November, 1975. KOGER will pay to WACHOVIA interest upon the unpaid principal balance monthly at the rate per annum as provided in said note which will be equal to one and one-half per cent (1-1/2%) above the prime commercial loan rate as established by WACHOVIA BANK AND TRUST COMPANY, N. A., as said rate fluctuates from time to time during the term of this loan as extended to and including the first day of November, 1975. In the event of changes in said prime rate, interest shall be computed and paid on the first day of such month in the manner and at the rate as provided in said note.
- 2. KOGER, in consideration of this Modification and Extension Agreement, does hereby covenant and agree to pay the said interest and the said principal as above set forth and to comply with all the terms, covenants and conditions of the aforementioned promissory note and mortgage of real estate as amended hereby, it being understood that in all other respects the terms of the said