

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

WHEREAS, Hattie McBee Whitmire, did on the 4th day of October, 1920, make and execute to The Life Insurance Company of Virginia, five certain Notes, endorsed by W. J. Thackston and J. B. Whitmire, in the principal sum of \$4,000.00, dated October 4, 1920 and secured by a Mortgage of even date therewith, which is of record in Book 70, Page 157 in the office of R. M. C. for Greenville County, South Carolina, and

WHEREAS, said Notes bear interest at the rate of 6 $\frac{1}{2}$ % from the date thereof until paid, and

WHEREAS, the principal sum of said indebtedness has been reduced to \$2,155.00, and

WHEREAS, the said Hattie McBee Whitmire is deceased and Beverly T. Whitmire as sole acting executor under the will of Hattie McBee Whitmire, and individually, has requested The Life Insurance Company of Virginia to re-arrange and extend the time for payment of said \$2,155.00 of the unpaid balance of said lot (hereinafter called the principal extended sum) represented by said notes and said mortgage, and

WHEREAS, Frank Butler McBee and William Pinckney McBee, contingent remaindermen under the will of Hattie McBee Whitmire, agree and do hereby consent to said extension as evidenced by their signatures hereto without personal liability,

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, The Life Insurance Company of Virginia does hereby agree to re-arrange and extend, and Beverly T. Whitmire, as sole acting Executor under the will of Hattie McBee Whitmire, and individually does hereby agree and promise to pay said loan and that prompt and faithful performance of all the terms of the original Notes and Mortgage and of this Extension Agreement, are conditions precedent of said extension and that time is the essence of this contract, and the said Beverly T. Whitmire, as sole acting Executor under the will of Hattie McBee Whitmire, and individually hereby covenants and agrees with the said, The Life Insurance Company of Virginia, that said unpaid principal shall be due and payable as follows:

\$33.00 payable January 14, 1945 and a like amount quarterly thereafter through July 14, 1949 with a final instalment of principal in the amount of \$1,528.00 payable October 14, 1949.

And it is hereby covenanted and agreed by the undersigned that the foregoing extension is granted upon the following terms and conditions:

- (1) That said extended principal sum shall bear interest at the rate of 4% per annum during the extended period, payable quarterly.
- (2) That upon the non-payment when due of any instalment of principal or interest on any note hereby extended, or upon default in any of the covenants and agreements contained in the notes or mortgage securing the same (which covenants and agreements as herein amended are to remain in full force) then the whole indebtedness with accrued interest shall at the option of the said The Life Insurance Company of Virginia become immediately due and payable.
- (3) It is expressly understood and agreed by the undersigned that nothing contained herein shall in any way invalidate or impair the lien priority and security of the note in renewal of which this agreement is given, nor the mortgage, nor any of the covenants, conditions and provisions therein contained, all of which are continued in full force and effect except as herein amended.
- (4) It is further understood and agreed that this agreement shall not be construed as a cancelation or payment and discharge of the notes first given, or as a release of the maker thereof.
- (5) In event there are subsequent lien holders not consenting hereto who shall demand the right to pay off said loan for any legal purpose, or should the original borrower demand right to pay said loan and have the same canceled or assigned to him for any lawful purpose, then in that event this agreement may be declared null and void by the said The Life Insurance Company of Virginia, or its successors and assigns.

The within extension will not be considered effective unless the following requirements are promptly complied with:

First: \$33.00 principal and \$27.35 interest due July 14, 1945 are paid now.

Second: Quarterly interest maturing October 14, 1945 is promptly paid when due.

Third: All due taxes and assessments as of October 14, 1945 are to be paid by that date.

Fourth: Extension is to be recorded at borrower's expense.

Fifth: The Life Insurance Company of Virginia to be satisfied in every respect as to the