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GREENVILLE, CO. S. C.

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OLLIE FARNSWORTH AGREEMENT
R. M. C.

BOOK 1222 PAGE 659

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THIS AGREEMENT made this 18th day of February, A. D., 1972, by and between CAROLINA FEDERAL SAVINGS & LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA, a corporation chartered under the laws of the United States, hereinafter called "Association", and LINDSEY BUILDERS, INC., a South Carolina corporation, hereinafter called "Obligor", and FIRST PIEDMONT BANK AND TRUST COMPANY, of Greenville, South Carolina, a State banking corporation, hereinafter called "Bank".

WITNESSETH:

WHEREAS, the Association is the owner and holder of a note and mortgage in the sum of \$140,000.00 from Lindsey Builders, Inc., dated June 11, 1971, and recorded in the RMC Office for Greenville County, S. C., on June 11, 1971, in Mortgage Book 1194, page 343, which mortgage secures Lots Nos. 1 through 64, inclusive, on a Plat of TERRYDALE Subdivision, in Greenville County, S. C., recorded in the RMC Office for said County and State in Plat Book 4N, page 17; and,

WHEREAS, the Obligor has executed its note and mortgage to First Piedmont Bank and Trust Company in the sum of \$70,000.00 covering the same property described in the mortgage of the Association above mentioned, which note from Obligor to Bank is dated February 18, 1972, and is due on September 15, 1972, and the mortgage which secures said note is recorded in the RMC Office for Greenville County, S.C., on February 22, 1972, in Mortgage Book 1222, page 659; and,

WHEREAS, the Association at the request of the Bank and Obligor has agreed to extend the time of payment of its \$140,000.00 note, and the Bank and the Association have agreed that their respective mortgages shall be of equal rank or priority on the real estate described in each mortgage.

NOW, THEREFORE, for and in consideration of the mutual benefits to each of the parties to this Agreement herein set forth and for other good and valuable considerations to each of the parties hereto, the receipt and sufficiency whereof are hereby fully acknowledged, the Obligor, Association and Bank do hereby covenant and contract as follows:

1. The Association agrees that its note dated June 11, 1971, in the sum of \$140,000.00 and the mortgage recorded in Mortgage Book 1194, page 343, which secures said note are amended and modified to provide that the same shall be due and payable on September 15, 1972, at the rate of 9% per annum interest on the deferred balance from time to time due which shall be computed and paid monthly until paid in full, all interest not paid when due to bear interest at the same rate as principal.
2. The Association and Bank covenant and agree that the mortgage given by Obligor to the Association in the sum of \$140,000.00 dated June 11, 1971, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1194, page 343, and the mortgage given by Obligor to Bank in the sum