

FILED
GREENVILLE CO. S. C.
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LINDSEY BUILDERS, INC.

STATE OF SOUTH CAROLINA)
) EXTENSION AGREEMENT
COUNTY OF GREENVILLE)

THIS AGREEMENT made this effective date of September 15, 1972, by and between CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, of Greenville, South Carolina, a corporation chartered under the laws of the United States, hereinafter called "Association", and FIRST PIEDMONT BANK AND TRUST COMPANY, of Greenville, South Carolina, a state banking corporation, herein called "Bank", parties of the first part, and LINDSEY BUILDERS, INC., a South Carolina Corporation, hereinafter called "Obligor", party of the second part.

W I T N E S S E T H:

WHEREAS, the Association is the owner and holder of a note and mortgage in the sum of \$140,000.00 from Obligor dated June 11, 1971, recorded in the R.M.C. Office for Greenville County, South Carolina, on June 11, 1971, in Mortgage Book 1194, at page 343, which mortgage secures certain lots in Terrydale Subdivision in Greenville County, S. C., recorded in the R.M.C. Office for said County and State in Plat Book 4-N, at page 17; and,

WHEREAS, the Bank is the owner and holder of a note and mortgage in the sum of \$70,000.00 from Obligor dated February 18, 1972, recorded on February 22, 1972, in the R.M.C. Office for said County and State in Mortgage Book 1222, at page 659; and,

WHEREAS, under the terms of an Agreement between the Bank and the Association dated February 18, 1972, and recorded on February 22, 1972, in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 1222, at page 661, the above two mortgages were agreed to be of equal rank or priority upon the real estate described therein in that each of said mortgages covered the identical real estate and under the terms of which both notes and mortgages were due and payable on September 15, 1972, at the rate of nine per cent (9%) per annum on the deferred balance from time to time due; and,

WHEREAS, the Obligor has requested an extension of the date of payment of both of said notes and mortgages.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid to the Bank and Association by the Obligor and for other good and valuable considerations, the receipt and sufficiency whereof are fully acknowledged, the Obligor, Association and Bank do hereby covenant and agree that the date on which each of said notes from Obligor to Association and Bank is due, that is to say, September 15, 1972, be and the same is hereby extended up to and including September 15, 1973, upon the same terms, conditions and interests as provided in said notes and mortgages which are hereby ratified, confirmed and approved. The terms and conditions herein