

1973 JUN 28
DONNIE S. TANKERSLEY

BOOK 1276 PAGE 477

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

AGREEMENT FOR READVANCE & EXTENSION
OF LIEN OF MORTGAGE

THIS AGREEMENT made this 4 day of May, 1973, between Motor Contract Company of Greenville, a corporation chartered under the laws of the United States, hereinafter called the "Corporation", and John H. Garraux and Polly S. Garraux, hereinafter called the "Obligor".

WITNESSETH:

WHEREAS, the Corporation is the owner and holder of a note dated 6/25, 1969, executed by the Obligor John H. Garraux and Polly S. Garraux in the original amount of \$ 4620.00, and secured by a mortgage on the premises known and designated as Lot 4, Block C N. E. Corner of Buist Ave and Townes St., Greenville, South Carolina, said mortgage being recorded in the REC Office for Greenville County, South Carolina, in Mortgage Book 1130 at page 155, title to which mortgaged premises is now vested in the said Obligor; and said Obligor has requested the Corporation to extend the time for performance of the obligation,

NOW THEREFORE:

1. In consideration of the readvance to the Obligor of the sum of \$ 2138.69 and the extension of the time for performance, the Obligor agrees that the rate of interest on the entire amount now due, including the readvance, be 7 per cent, per annum, and the Obligor does hereby agree that the said readvance was advanced by the Corporation for the account of the Obligor and that the said sum shall be secured by the said note and mortgage.
2. It is mutually agreed that the principal indebtedness, including the readvance, is \$ 2736.00, and that it shall be payable as follows: \$ 76.00 on the first day of June, 1973 and a like payment of \$ 76.00 on the first day of each month thereafter until paid in full, said payments to be applied first to interest as hereinabove provided, and the remainder to principal, until paid in full.
3. Obligor agrees that if a default shall exist for a period of thirty (30) days in the failure to pay the principal indebtedness or any installment thereof or interest thereon or in the performance of any of the terms and conditions of the obligation as modified by this agreement, the Corporation may, at its option, declare the entire principal indebtedness, with interest immediately due and payable and may proceed to collect same and avail itself of all rights and remedies given to it under the obligation in the event of a default.
4. All terms and conditions of the obligation shall continue in full force except as modified expressly by this agreement, and the statute of limitations will not commence to run against the obligation until the expiration of the time for payment of the indebtedness as herein extended.
5. This agreement shall bind jointly and severally the heirs, the executors, the administrators, the successors and the assigns of the Corporation and of the Obligor, respectively.

IN WITNESS WHEREOF, the Corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer, and the Obligor has hereunto set his hand and seal, or, if the Obligor be a corporation, has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer(s) on the date and year above written.

IN THE PRESENCE OF:

[Signature]
As to the Corporation

MOTOR CONTRACT COMPANY OF Greenville
By [Signature] L.S.

[Signature]
As to the Obligor

[Signature] L.S.
[Signature] L.S.
Obligor

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PERSONALLY appeared before me Sandy Scruggs, who being first duly sworn, says that he saw J. E. Phipps, as Vice President of Motor Contract Company of Greenville, a corporation chartered under the laws of the United States, sign, seal and with its corporate seal and as the act and deed of said corporation deliver the within written agreement, and that he with Dot Cole witnessed the execution thereof.

SWORN to before me this 4 day of May, 1973

[Signature] L.S.
Notary Public for South Carolina
Commission Expires 6-26-74