

THIS AGREEMENT made this 22nd day of October, 1974, between Carolina Federal Savings and Loan Association of Greenville, South Carolina, a corporation chartered under the laws of the United States, hereinafter called the "Association," and Cotheran & Darby Builders, Inc.

hereinafter called the "Obligor."

WITNESSETH:

WHEREAS, the Association is the owner and holder of a note dated November 8, 1973, executed by the Obligor

in the original amount of \$ 96,150.00, and secured by a mortgage on the premises known and designated as Lot 120 Hillsborough Dr., and Lot 4 Foxcroft Rd., Foxcroft, Section 11; Lot 120 released May 3, 1974, said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1295 at page 495, title to which mortgaged premises is now vested in the said Obligor, and said Obligor has requested the Association to extend the time for performance of the obligation,

NOW THEREFORE, in consideration of the mutual agreements hereinafter expressed:

1. The Association agrees to, and hereby does, extend the time for payment of the principal indebtedness of \$ 53,250.00 now remaining unpaid so that it shall be payable as follows: \$ 446.88 on the first day of November, 1974, and a like payment of \$ 446.88 on the first day of each month thereafter until paid in full, said payments to be applied first to interest, calculated monthly at the rate of 9% per annum, and the remainder to principal, until paid in full.

2. 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 Association 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.

3. 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.

4. This agreement shall bind jointly and severally the heirs, the executors, the administrators, the successors and the assigns of the Association and of the Obligor, respectively.

IN WITNESS WHEREOF, the Association 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:

Bonnie J. Fischbach  
Ann S. Huickabee  
As to the Association  
Ann S. Huickabee  
James O. Holt, Jr.  
As to the Obligor

CAROLINA FEDERAL SAVINGS AND  
LOAN ASSOCIATION  
By: James O. Holt, Jr. (L.S.)  
Executive Vice President

COTHERAN & DARBY BUILDERS, INC. (L.S.)  
By: James O. Holt, Jr. (L.S.)  
Vice President Obligor

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

PERSONALLY appeared before me Bonnie J. Fischbach who being first duly sworn, says that she saw James O. Holt, Jr., as Executive Vice President of Carolina Federal Savings and Loan Association, 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 extension agreement, and that she with Ann Huickabee witnessed the execution thereof.

SWORN to before me this 22nd day of October, 1974.  
Ann S. Huickabee (L.S.)  
Notary Public for South Carolina.  
My Commission Expires 2/4/80

Bonnie J. Fischbach

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