

STATE OF SOUTH CAROLINA)
) SECOND EXTENSION OF NOTE & MORTGAGE
 COUNTY OF GREENVILLE)

This agreement, made this 11 day of May, 1976, between Bankers Trust of South Carolina, party of the first part, and The Middleton Group, a general partnership, and its former and present partners individually, parties of the second part, witnesseth:

WHEREAS, The Middleton Group, its partners individually executed their promissory note dated the 26th of June, 1974, whereby they promised to pay to the party of the first part or order the sum of \$180,000.00 on the 26th day of December, 1974, with interest thereon at the rate of 12% per annum; and,

WHEREAS, said note is secured by a certain mortgage, dated the 26th day of June, 1974, and recorded on the 26th day of June, 1974, in the Greenville County Courthouse in Mortgage Book 1314 at page 763; and,

WHEREAS the parties did agree to an extension of said note and mortgage on May 15, 1975, extending the time for payment of the note to June 26, 1976 and,

NOW, THEREFORE, the parties for themselves, their successors and assigns, hereby mutually agree that the time for the payment of the said principal sum be and the same is hereby extended a second time until December 26, 1976, and the said principal sum shall bear interest from December 26, 1974, on the outstanding principal balance at the rate of 12% per annum, payable monthly on the first day of each month and that beginning on June 1, 1976, along with the interest, a \$2,500.00 per month principal payment shall be required monthly to reduce the principal balance.

It is expressly understood and agreed that the said mortgage shall remain in full force and effect subject only to the Release Agreement of even date as if the said principal sum had originally been payable on December 26, 1976, and that nothing herein shall affect or impair any rights and powers which the party of the first part may have thereunder for the recovery of said mortgage debt, with interest, in case of the nonfulfillment of this agreement.

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