

1507-285

1. By the execution of these presents by all parties, it is agreed that the original promissory note dated July 21, 1975 in the sum of One Hundred, Thirty Four Thousand, Thirty One and 73/100 (\$134,031.73) Dollars, payable to The South Carolina National Bank shall be and the same is hereby as to its terms of payment and rate of interest only, amended, modified and extended as follows:

- (a) The balance due and payable upon said promissory note as of instant date is the sum of ONE HUNDRED, TWENTY TWO THOUSAND ONE HUNDRED THIRTEEN and 24/100 (\$122,113.24) DOLLARS;
- (b) Payment of said balance shall be on the basis of equal monthly installments of Twelve Hundred, Seventy Five and 71/100 (\$1,275.71) Dollars each on the 20th day of each month hereafter, with the first such payment due July 20, 1980 and with the entire unpaid principal balance and interest due and owing January 20, 1981, said monthly payments to be applied first to interest, at the rate of 12% per annum, balance to principal;
- (c) The interest provided in said note shall be changed from 9-3/4% per annum to 12% per annum, said interest to be payable on the 20th day of the months above specified and on the date said note shall become due;
- (d) That in all other respects, the terms and conditions of said promissory note shall remain in full force and effect and the same are hereby ratified and affirmed by the respective parties to this instrument.

2. The original mortgage instrument executed in favor of The South Carolina National Bank on July 21, 1975 and recorded in Mortgage Book 1344 at Page 329, shall continue in full force and effect so as to constitute a first lien upon the premises therein described consisting of a tract of 2.86 acres on the southwest side of Interstate Highway 385 and the northwest side of Congaree Road, in County and State aforesaid, all of the terms and conditions of said mortgage instrument being herewith expressly reaffirmed and ratified by all of the parties hereto, except as herein modified.

3. The execution of these presents by Kenneth E. Walker and Jones A. Walker and by Frank Towers Rice, shall in no wise be considered a release, discharge, waiver or modification by The South Carolina National Bank of the original obligation of each signatore to said note executed on July 21, 1975.

4. This Agreement shall be effective as of March 4, 1980.

5. This Agreement shall be fully binding upon all of the parties hereto, their heirs, executors, administrators and successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals and have caused these presents to be

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