

STATE OF SOUTH CAROLINA

FILED  
GREENVILLE CO. S. C.

EXTENSION AND MODIFICATION AGREEMENT

COUNTY OF Greenville

AUG 12 3 25 PM '81

NOTE: 39644

Herbert S. Eversley  
(Mortgagor)

DONNIE W. WALKERSLEY  
R.M.C.

Dated Jan. 15, 1981 Amount \$ 45,000.00

TO

SOUTHERN BANK AND TRUST COMPANY OF  
GREENVILLE, SOUTH CAROLINA  
(Mortgagee)

Due Date Jul. 16, 1981  
Secured by Mortgage of even date  
Recorded (Date) 1-15-81  
Book 1530 Page 209

WHEREAS, this agreement made and entered into this 16<sup>th</sup> day of July, 1981, by and between Herbert S. Madina & Evelyn K. Madina of Greenville County, South Carolina, hereinafter referred to as Mortgagor, and the Southern Bank and Trust Company, hereinafter referred to as Mortgagee.

WITNESSETH:

WHEREAS, the above identified promissory note was duly executed by the Mortgagor on the date indicated, in the amount and rate as specified, and having the maturity as referred to hereinabove; and

WHEREAS, on even date, the Mortgagor made and executed a mortgage on real property, which mortgage is referred to hereinabove, and constitutes a valid first lien against said premises; and

WHEREAS, the balance now due on said note and mortgage amounts to \$ 37,000.00, and it is mutually agreeable to extend the maturity of said note and mortgage as set forth below;

NOW, THEREFORE, it is agreed by and between the Mortgagor and the Mortgagee that said note, and mortgage securing same, shall be due and payable on the 12<sup>th</sup> day of January, 1982; that interest thereon shall be at the rate of 17% per annum during the extension period; that the lien of the mortgage shall be continued in full force and effect and that, except as herein modified, by mutual consent of the parties hereto, all of the terms and conditions of the note and mortgage shall be and remain in full force and effect except the interest rate which is amended above.

Amount Financed (Amount of Note) -----	\$ <u>37,000.00</u>
Less: <u>Less Reser Fee</u> -----	\$ <u>14.00</u>
S. C. Documentary Stamps -----	\$ <u>14.80</u>
Credit Life Insurance -----	\$ -----
Net Proceeds to Borrower -----	\$ <u>36,971.20</u>
<b>FINANCE CHARGE</b> -----	\$ <u>3,101.92</u>
Total of Payments -----	\$ <u>40,101.92</u>
(Amount Financed & Finance Charge)	
<b>ANNUAL PERCENTAGE RATE</b> -----	<u>17.00%</u>

IN WITNESS WHEREOF, the said Mortgagor has signed and sealed these presents, and the Mortgagee has caused these presents to be executed by its duly authorized officer the day and year first above written.

WITNESSES:

Sandra C. Hayward  
John Miller

As to Mortgagors

MORTGAGORS:

Herbert S. Madina LS  
Evelyn K. Madina LS  
LS

WITNESSES:

Sandra C. Hayward  
John Miller  
As to Mortgagee

MORTGAGEE:

SOUTHERN BANK AND TRUST COMPANY (SEAL)  
OF GREENVILLE, SOUTH CAROLINA

BY: William M. Hatcher  
Authorized Officer

20-056 (11-79)

GREENVILLE

1981

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
JUN 24 1981  
STAMP TAX  
PB. 10890

14.80

4328 RV-2

0760