

STATE OF SOUTH CAROLINA

EXTENSION AND MODIFICATION AGREEMENT

COUNTY OF Greenville

NOTE: -# 39235

William D. Kirby  
Margaret G. Kirby  
(Mortgagor)

Dated 10-17-1980 Amount \$ 25,000<sup>00</sup>

OCT 26 10 25 AM '81

TO

DONNA S. TANKERSLEY  
R.M.C.

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

Due Date 10-17-1981  
Secured by Mortgage of even date  
Recorded (Date) 10-17-1980  
Book 1520 Page 936

WHEREAS, this agreement made and entered into this 17 day of Oct, 1981, by and between William D. Kirby and Margaret G. Kirby 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 \$ 20,000<sup>00</sup>, 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 15<sup>th</sup> day of APRIL, 1982; that interest thereon shall be at the rate of 18 % 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>20,000<sup>00</sup></u>
Less: <u>EXT FEE 10.00 REC. 400</u>	\$ <u>14.00</u>
S. C. Documentary Stamps	\$ <u>800</u>
Credit Life Insurance	\$ <u>-</u>
Net Proceeds to Borrower	\$ <u>19,978.00</u>
<b>FINANCE CHARGE 180 DAYS</b>	\$ <u>1,775.34</u>
Total of Payments	\$ <u>21,753.34</u>
(Amount Financed & Finance Charge)	
<b>ANNUAL PERCENTAGE RATE</b>	<u>18.00 %</u>

BILL INTEREST QUARTERLY

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:  
George Meyer  
Carolyn Whitted

MORTGAGORS:  
William D. Kirby LS  
Margaret G. Kirby LS

As to Mortgagors

WITNESSES:  
George Meyer  
Carolyn Whitted

MORTGAGEE:  
SOUTHERN BANK AND TRUST COMPANY (SEAL)  
OF GREENVILLE, SOUTH CAROLINA  
BY: W. Tankersley  
Authorized Officer

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CC-056 (11-79)

GREENVILLE

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP TAX  
OCT 14 '81 P.B. 10392  
08.00

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