

STATE OF SOUTH CAROLINA

EXTENSION AND MODIFICATION AGREEMENT

COUNTY OF Greenville

FILED GREENVILLE CO. S.C.

NOTE: 39735

William D. Kirby  
MARGARET G. KIRBY  
(Mortgagor)

AUG 26 4 28 PM '82

Dated 10-17-1980 Amount \$ 25000

DONNIE S. TANKERSLEY  
R.M.C.

TO

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

Due Date 10-17-1981  
Secured by Mortgage of even date  
Recorded (Date) 10-17-1980  
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WHEREAS, this agreement made and entered into this 30 day of July 1980,  
1980, by and between William D. Kirby, 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  
\$ 12500.00, 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 31<sup>st</sup>  
day of JAN, 1983; that interest thereon shall be at the rate of 17 1/2%  
per annum during the extension period; that the lien of the mortgage shall be con-  
tinued 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)	\$ 12500.00
Less: <u>FIN FEE 1000 REC FEE 400</u>	\$ 1400
S. C. Documentary Stamps	\$ 500
Credit Life Insurance	\$ -
Net Proceeds to Borrower	\$ 12481.00
<b>FINANCE CHARGE 185 DAYS</b>	\$ 1128.73
Total of Payments	\$ 13609.73
(Amount Financed & Finance Charge)	
<b>ANNUAL PERCENTAGE RATE</b>	<u>17.50 %</u>

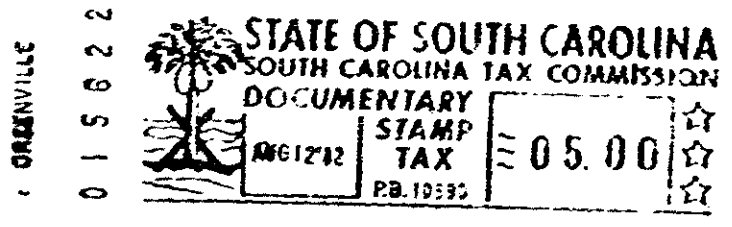
IN WITNESS WHEREOF, the said Mortgagor has signed and sealed these presents,  
and the Mortgagee has caused these presents to be executed by its duly authorized  
officer the day and year first above written.

WITNESSES:  
[Signature]  
[Signature]  
As to Mortgagors

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

WITNESSES:  
[Signature]  
[Signature]  
As to Mortgagee

MORTGAGEE:  
SOUTHERN BANK AND TRUST COMPANY (SEAL)  
OF GREENVILLE, SOUTH CAROLINA  
BY: [Signature]  
Authorized Officer



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