

STATE OF SOUTH CAROLINA) OCT 5 3 26 PM '82
COUNTY OF GREENVILLE) DONNIE S. TANKERSLEY
R.M.C. LOAN MODIFICATION AND
ASSUMPTION AGREEMENT

This agreement made this 1st day of October, 1982, between Southern Bank & Trust Company, a corporation chartered under the laws of the United States, hereinafter called the "Lender", and One Eleven Corporation, A South Carolina Corporation, hereinafter called the "Purchaser."

W I T N E S S E T H :

Whereas, the Lender is the owner and holder of a promissory note dated March 29, 1982, executed by Wiley & Associates, a partnership in the original amount of \$117,000.00 and secured by a mortgage on the premises known and designated formerly as 19.82 acres Miller Road, Mauldin, Greenville County, South Carolina, now as 10.17 acres, more or less, Miller Road, Mauldin, Greenville County, South Carolina, said mortgage being recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1343, at Page 886; and

Whereas, the present owner of the aforesaid property desires to convey the same to the Purchaser, who desires to assume the mortgage indebtedness and has requested the written consent of the Lender to said transfer, which consent the Lender has agreed to grant, provided the terms of the indebtedness are modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter expressed, it is understood and agreed as follows:

1. The principal indebtedness now remaining unpaid on said loan is \$58,709.71, the interest rate from the date hereof shall be 16% per annum, and the said unpaid principal and interest shall be due and payable on or before March 24, 1983.
2. All terms and conditions of the said promissory note and the said mortgage which it secures (which are incorporated herein by reference) shall continue in full force except as expressly modified by this agreement.
3. The Purchaser assumes and agrees to pay the indebtedness in accordance with the terms of said note and said mortgage as the same are modified by this agreement, and the Lender hereby consents to the transfer of said property to the Purchaser and to said assumption.
4. This agreement shall bind the heirs, the executors, the

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STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
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