

UNRECORDED  
JAN 4 3 41 PM '83  
GREENVILLE COUNTY, S.C.  
ASHELEY

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
AGREEMENT FOR MODIFICATION OF  
NOTE AND MORTGAGE

WHEREAS, First National Bank of South Carolina, hereinafter referred as "Bank", is the owner and holder of a promissory note dated December 28, 1981, executed by Asheton, a General Partnership, in the original sum of \$435,000.00, with the rate therein stated, which is secured by a mortgage of real estate covering five (5) tracts of land aggregating 90.70 acres, off the northern side of Woodruff Road, in Greenville County, South Carolina, which mortgage is recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1560, page 530.

WHEREAS, the undersigned as Guarantors simultaneous with the execution of said note and mortgage guaranteed payment of the same to the extent and according to the terms and conditions of certain Continuing Guaranty Agreements between the undersigned, as Guarantors, and First National Bank of South Carolina.

WHEREAS, there is presently due on said note and mortgage as of December 28, 1982 the sum of \$109,081.86, and the borrowers desire a re-advance of funds on the original mortgage of \$91,000.00, but not increasing the amount due on said note and mortgage above the face amount of \$435,000.00.

NOW, THEREFORE, in order to achieve the re-advance of funds and to memorialize the further agreement of the parties, First National Bank of South Carolina, and Asheton, a General Partnership, and the undersigned as guarantors, do hereby covenant, contract and agree as follows:

There shall be re-advanced under said note and mortgage additional funds of \$91,000.00 increasing the principal balance due from the present amount of \$109,081.86 as of December 28, 1982, to \$200,081.86 as the principal balance, which shall be repaid in accordance with the original terms, conditions and rates of interest provided in the original note and mortgage, except that the interest provided in the note and mortgage shall be due on February 1, 1983 and that the final payment of principal and interest due on said note and mortgage, including payment of the same in full, shall be due and payable on May 1, 1983. This Agreement modifies the original note and mortgage as extended by a separate note of the parties dated November 11, 1982, to incorporate the terms and conditions set forth herein.

All terms and conditions set out in the original note and mortgage shall continue in full force and effect except as expressly modified by this Agreement.

The undersigned Guarantors agree to be bound by the original terms of their Continuing Guaranty Agreements with First National Bank of South Carolina above recited.

The terms and conditions hereof shall become binding upon the undersigned parties, their heirs, assigns, successors, executors, and administrators.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of December, 1982.

IN THE PRESENCE OF:

Constant G. McLeod

J. Henry Garrison, III

ASHETON, A Partnership  
BY: BAC CORP.

BY: J. Henry Garrison, III  
J. Henry Garrison, III  
President  
General Partner

(Signatures continued on next Page)

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