

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) MODIFICATION AGREEMENT INCREASING INTEREST RATE

This Agreement made this the 9<sup>th</sup> day of April, 1974, by and between United Federal Savings and Loan Association of Fountain Inn, South Carolina, hereinafter referred to as "Association" and South Carolina National Bank as Trustee for Clarence Hurst hereinafter referred to as "Obligor".

WITNESSETH:

WHEREAS, the Association is the owner and holder of a promissory note, dated December 18, 1968, executed by W. L. Burger to it in the original sum of Seventeen Thousand, Six Hundred and No/100 (\$17,600.00) Dollars, bearing interest at the rate of Seven (7%) per centum per annum, and secured by a first mortgage on the premises being known as Lot 18, Barwood Subdivision which is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1113, at Page 10; title to which property is now being transferred to the Obligor who has agreed to assume said mortgage loan and pay the balance due thereon, and

WHEREAS, the Association has agreed to said transfer of the ownership of the mortgaged property to the Obligor and his assumption of the mortgage loan provided the interest rate on the balance due on said loan is increased from Seven (7%) to Eight (8%) per centum per annum.

NOW THEREFORE, in consideration of the premises and the further sum of One (\$1.00) Dollar paid by the Association to the Obligor, receipt of which is hereby acknowledged, the undersigned parties agree as follows:

(1) that the interest rate on the loan balance of Sixteen Thousand One and 51/100 (\$16,001.51) Dollars be increased to Eight (8%) per centum per annum;

(2) that the Obligor agrees to repay said Obligation in monthly installments of One Hundred Thirty-five and 84/100 (\$135.84) Dollars each with payments to be applied first to interest and then to the remaining principal balance due from month to month with the first monthly payment becoming due on the First day of May, 1974;

(3) that all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified expressly by this Agreement and the statute of limitations will not commence to run against the obligation until the expiration of the time for the last payment of the Obligation;

(4) that this Agreement shall bind jointly and severally the heirs, executors administrators, successors and assigns of the Association and the Obligor respectively; and that wherever the masculine gender is used in this Agreement, it shall be extended when necessary to include the feminine or neuter gender, and likewise, the singular shall be extended when necessary to include the plural.

IN WITNESS WHEREOF, the Association has caused this Agreement to be executed by its duly authorized officer and corporate seal affixed, and the Obligor has set his hand and seal on the day and year written above. (Formerly Fountain Inn Federal Savings and Loan Association)

In the presence of:

Mildred O. McGee  
Miriam A. Sanders  
As to Malcolm N. Medlin  
Jackie W. Reeves  
As to James C. Blakely, Jr.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, S. C. (Seal)  
by: James C. Blakely, Jr. (Seal)  
South Carolina National Bank as Committee for Clarence Hurst, a person N.G.M. (Seal)  
Clarence Hurst (Seal)  
Obligor JPH