FILED
DEC 20 1982
Donie S. Tankersley

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

LOAN MODIFICATION AND EXTENSION AGREEMENT
(CONSTRUCTION LOAN NO. 10758810)

THIS AGREEMENT made the 1st day of December, 1982, between Security Federal Savings and Loan Association of South Carolina, hereinafter referred to as "Party of the First Part," and _____ ~~and~~ Fred W. Allen, hereinafter referred to as "Party of the Second Part"; and

WHEREAS, the Party of the First Part is the owner and holder of a certain note and mortgage heretofore executed by Fred W. Allen ~~and~~ _____, to it dated October 1, 1980, said mortgage being recorded in the office of the Register of Mesne Conveyance for Greenville County, South Carolina, in Mortgage Book 1518 at page 803, securing the payment of a note in the amount of Forty-nine Thousand Two Hundred ($ 49,200.00) Dollars, with interest thereon at the rate of Thirteen & One Half (13.50 %) percent per annum, which note and mortgage are hereby incorporated as a part of this instrument; and

WHEREAS, the undersigned Party of the Second Part has requested a modification of the terms of said note and mortgage whereby the time for payment of said indebtedness as set out in said note shall be extended for a period of six months; ~~and~~ from this date, ending June 1, 1983.

WHEREAS, the Party of the First Part has agreed to said extension on the condition that the interest rate provided in said note, secured by said mortgage, shall be decreased from Sixteen&Three Quarters 16.75 %) percent per annum to Fourteen (14 %) percent per annum, effective as of December 1, 1982; and

WHEREAS, the Party of the Second Part has agreed to said increase in the interest rate.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto and their heirs, executors, administrators, successors and assigns, mutually agree as follows:

1. That the time for payment of the indebtedness as set out in the above referred to note, and the mortgage given to secure the same, which are incorporated herein by reference thereto, shall be extended for a period of six months, from this date, ending June 1, 1983

2. That the interest rate provided for in said note shall be decreased from Sixteen& Three Quarters 16.75 %) percent per annum to Fourteen (14 %) percent per annum, effective as of December 1, 1982; that the time for payment of interest, as provided for in said note, shall remain the same.

3. That except as modified and extended hereby, all other provisions of the mortgage, and the note secured thereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

Signed, Sealed and Delivered
In the Presence of:

Deborah R. Barton
Janet E. Fleming

formerly Carolina Fed. S&L Assn.
SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA (SEAL)

BY: David L. Garrett
Its Vice President

BY: Bartow B. Gilbert, Jr.
Its Senior Vice President

Party of the First Part

By: Fred W. Allen (SEAL)
Fred W. Allen
Party of the Second Part

_____ (SEAL)
Party of the Second Part

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Janet E. Fleming who, being duly sworn, says that he saw the above named SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA, by the hands of David L. Garrett, its Vice President, and Bartow B. Gilbert, Jr., its Senior Vice President, and Fred W. Allen ~~and~~ _____, sign, seal and as their respective act and deed, deliver the foregoing instrument for the uses and purposes therein motioned, and that he, with Deborah R. Barton witnessed the execution thereof.

Janet E. Fleming

SWORN to before me this
1st day of December, 1982

Susan L. Girard (L.S.)
Notary Public for South Carolina

My Commission Expires: 5-8-90

Recorded Dec 20, 1982 at 10:00 A.M.

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