GREENVILLE CO. S. C. Jet 26 | 11 m 711 774 | 3084 1317 PAGE 817 STATE OF SOUTH CAROLINA JOHNIE S. TANKER SLEY MODIFICATION AGREEMENT INCREASING INTEREST RATE COUNTY OF GREENVILLE This Agreement made this the 25th day of July between United Federal Savings and Loan Association of Fountain Inn, South Carolina, hereinafter referred to as "Association" and H. Shirley & Charles E. Bading hereinafter referred to as "Obligor". WITNESSETH:

WHEREAS, the Association is the owner and holder of a promissory note, dated September 24, 1973 , executed by Rison Guy Smith. Jr. & Barbara G. Smith to it in the original sum of TWENTY ONE THOUSAND ONE HUNDRED FIFTY & No/100---(\$21,150.00) Dollars, bearing interest at the rate of eight ____%) per centum per annum, and secured by a 8 first mortgage on the premises being known as Lot 6, University Park which is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1291, at Page 823; 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 eiaht _8__ %) to _%) 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 twenty thousand six hundred fifty-nine & 58/100 ----- (\$20,659,58) Dollars be increased %) per centum per annum;
- (2) that the Obligor agrees to repay said Obligation in monthly installone hundred seventy-seven & 49/100 (\$177.49 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 _____lst __day of _August
- (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.

	UNITED FEDERAL SAVINGS AND LOAN	
In the presence of:	ASSOCIATION OF FOUNTAIN INN, S. C.	(Seal)
Manua H. Lollis	by: Jan ly ffres.	(Seal)
Table Vanty	HI Shirly Bading	(Seal)
0 0 0	Obligor /	
Due R. Quess	Carles E. Baling	(Seal)
	Obligor	

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