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to repay said obligation in monthly installments of One Hundred One and 47/100 (\$101.47) Dollars each with payments to be applied first to interest and then to remaining principal balance due from month to month with the first monthly payment being due August 1, 1975.

(2) REBATE FOR PAYMENT IN FULL. If the loan contract is prepaid in full by case, a new loan, refinancing, or otherwise before the final installment date or principal due date, a Ten and 10/100 (\$10.00) Dollar acquisition cost will be deducted from the net finance charge, after which, the borrower shall receive a rebate of the unearned finance charge computed under the Rule of 78's (sum of the digits method.)

(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.

(4) That this Agreement shall bind jointly and severally the successors and assigns of the Company and OBLIGOR, his heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 24<sup>th</sup> day of July, 1975.

In the presence of:

J. D. H.

John L. Smith

SOUTHERN BANK AND TRUST COMPANY

BY:

R. E. [unclear]

ASSUMING OBLIGORS

Michael C. Smith

John L. Smith