

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
APR 18 1974
RECORDED
GREENVILLE CO. S. C.

BOOK 1337 PAGE 785

MODIFICATION OF
MORTGAGE

WHEREAS, on the 22nd day of April, 1974, Joe W. Hiller, (hereinafter referred to as "Mortgagor"), executed and delivered to Fidelity Federal Savings and Loan Association, Greenville, S. C., (hereinafter referred to as "Mortgagee"), his certain real estate mortgage which was filed in the R. M. C. Office for Greenville County on April 22, 1974, at 3:33 P. M. in Mortgage Book 1307, Page 803, and

WHEREAS, the property described in said mortgage is shown as follows:

"All that certain piece, parcel or lot of land with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Paris Mountain Township, on the western side of Altamont Road, being known and designated as Lot # 1 on Plat entitled Hiller Property and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of a private road S. 63-12 W. 120 feet to an iron pin; thence S. 26-48 E. 100 feet to an iron pin; thence N. 63-12 E. 120 feet to the middle eastern side of a private road; thence through said private road N. 26-48 E. 100 feet to the point of beginning. ", and

WHEREAS, subsequent to the recording of said mortgage, the mortgagor filed a Declaration of Covenants and Restrictions for Summit X, Paris Mountain, Greenville, South Carolina, and Provisions for the Summit X Association, Inc. on the 21st day of April, 1976, at 4:22 P. M. in the R. M. C. Office for Greenville County in Deed Volume 1035, Page 78, and also filed a subdivision plat showing the Common Properties, areas reserved for construction and two (2) lots identified as lots 5 and 6, listed in the R. M. C. Office for Greenville County in Plat Book 5-P, Page 26, and

WHEREAS, the parties desire to amend and modify said mortgage to cover lot No. 6 as shown on said plat, together with the easements shown in said Declaration of Covenants and Restrictions for Summit X in lieu of the description in the aforesaid mortgage.

NOW, THEREFORE, for and in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. It is understood and agreed that the house built on the foresaid mortgaged property is the same house as shown on Lot No. 6 of Summit X as recorded in Plat Book 5-P, Page 26.

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