STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE LOAN MODIFICATION AND ASSUMPTION AGREEMENT

December

day of Naxembar, 1976, between This agreement made this 1st Daniel Financial Services, Inc., hereinafter called Daniel Financial, a corporation, and Harvey Earl Foxx and Bobbie Jean Foxx, hereinafter called the Purchasers:

WITNESSETH:

WHEREAS, Daniel Financial is the owner and holder of a promissory note dated October 19, 1973, executed by Harold W. Kelley and Dorothy F. Kelley in the original amount of Twenty-Two Thousand Seven Hundred and No/100ths (\$22,700.00) Dollars, and secured by a mortgage on the premises known and designated as Lot No. 30, Section II, Canterbury Subdivision, said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1293 at Page 394; and

WHEREAS, Daniel Financial has become the owner of the aforesaid property under deed from Harold W. Kelley and Dorothy F. Kelley, subject, however, to the aforesaid mortgage indebtedness; and

WHEREAS, Purchasers desire to purchase the property and assume said indebtedness and Daniel Financial has agreed to sell and allow assumption provided the terms of the indebtedness are modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter expressed, it is understood and agreed as follows:

1. The principal indebtedness now remaining unpaid on said loan is Twenty-Two Thousand Seven Hundred and No/100ths (\$22,700.00) Dollars, the interest rate from the date hereof shall be nine (9) per cent per annum, and the said unpaid principal and interest shall be payable in monthly installments of One Hundred Eighty-Two and 66/100ths (\$182.66) Dollars each on the first day of each month hereafter until the principal and interest are fully paid; the balance of said principal and interest,

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