

9214

BOOK 850 PAGE 201

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

LOVE, THORNTON & ARNOLD

AGREEMENT FOR RE-ADVANCE & EXTENSION OF LEIN OF MORTGAGE

THIS AGREEMENT made this 16 day of Feb, 1961, between the Fidelity Federal Savings & Loan Association, Greenville, South Carolina, hereinafter called the Association, and James A. Duval, hereinafter called the Obligor.

WITNESSETH THAT:

WHEREAS, the Association is the owner and holder of a note dated June 2, 1955, executed by the Obligor in original amount of \$ 8,500.00, and secured by mortgage on the premises situated on York Drive - Greenville, S.C., said mortgage being recorded in the RMC Office for Greenville County in Book 080 at Page 494, title to which mortgaged premises is now vested in the said Obligor, and the said Obligor has requested the Association to readvance to him sums paid on the said note and mortgage) and to extend the time for the performance of the obligation,

NOW THEREFORE:

1. In consideration of the readvance to the Obligor of the sum of \$ 1,000.00 and the extension of the time for performance, the Obligor agrees that the rate of interest on the entire amount now due, including the readvance, be increased to 5 1/4 per cent, per annum, and the Obligor does hereby agree that the said readvance was advanced by the Association for the account of the Obligor and that the said sum shall be secured by the said note and mortgage.
2. It is mutually agreed that the principal indebtedness, including the readvance, is \$ 7,089.21, and that it shall be paid in monthly installments of \$ 73.81 each on the 10 day of each month hereafter, said payments to be applied first to interest, and then to principal until paid in full.
3. Obligor agrees that if a default shall exist for a period of thirty (30) days in the failure to pay the principal indebtedness of any installment thereof or interest thereon or in the performance of any of the terms and conditions of the obligation as modified by this agreement, the Association may, at its option, declare the entire principal indebtedness with interest immediately due and payable and may proceed to collect same and avail itself of all rights and remedies given to it under the obligation in the event of a default.
4. All terms and conditions of the obligation 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 payment of the indebtedness as herein extended.
5. This agreement shall bind jointly and severally the heirs, the executors, the administrators, the successors and the assigns of the Association and of the Obligor respectively.

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 date and year above written.

IN THE PRESENCE OF:

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION (SEAL)

W.S.D. Evans
Emily J. Pace
W.S.D. Evans
Emily J. Pace

By: Sam L. Allen Jr.
 Title
James A. Duval (SEAL)
 Obligor

