

21569

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

APR 2 3 42 PM '70 MORTGAGE MODIFICATION AGREEMENT

OLLIE FAIRBANKS WORTH  
R. F. C.

TRAVELERS REST FEDERAL  
SAVINGS & LOAN ASSOCIATION

WHEREAS, on April 1967 Donald Phillips and Patricia Ferguson did execute a mortgage unto Travelers Rest Federal Savings and Loan Association covering 9.15 Ac. Lot Milford Church Rd. in the sum of \$ 22,500.00 recorded in Mortgage Book 1054 page 480 for a term of 20 years at an interest rate of 6.5% falling for payments of 167.76 commencing May 3, 1967.

WHEREAS, the mortgage requires the written permission of the mortgagee for assumption purposes and whereas \_\_\_\_\_ have agreed to assume said note and mortgage according to the modified terms hereof.

In and for the mutual considerations to the parties involved, \_\_\_\_\_

Nancy B. Edwards

do hereby agree that the interest rate shall be increased to 8% per annum to be computed and paid monthly and that the payment hereafter shall be \$ 191.34 per month over the remaining period of the loan which is approximately 17 years. It is understood and agreed that the remaining terms and conditions of said note and mortgage shall remain the same.

ESCALATOR CLAUSE

THE BORROWERS agree that the aforesaid rate of interest on this obligation may from time to time, at the discretion of the Association be increased to the maximum rate per annum permitted to be charged from time to time by applicable South Carolina Law. Any increase in the interest rate herein set forth shall take effect 30 days after written notice of such increase has been mailed to the obligors at their last known address. During said 30 day period, the obligors shall have the privilege of paying the obligation in full without penalty. In the event the interest rate of this obligation is adjusted as provided herein, the installment payments provided hereinabove shall be increased so that this obligation will be paid in full in substantially the same time as would have occurred prior to such change in interest rate, however, should the term of the obligation be extended by reason of this adjustment, the makers, endorsers and their heirs, personal representatives, successors or assigns, shall remain obligated for the debt.

WITNESS THE HANDS AND SEALS of the parties this 3rd day of March 1970

In the Presence Of:

TRAVELERS REST FEDERAL SAVINGS AND  
LOAN ASSOCIATION (SEAL)

*Patricia H. Owens*

By: *T. H. Blane*

*John D. Freeman*

(Seller)  
(Seller)

*Nancy B. Edwards* (Assumor)  
(Assumor)

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PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named parties sign, seal and as their act and deed deliver the within written Mortgage Modification Agreement and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 3rd day of March 1970

*Louise P. Ellenburg* (SEAL)  
Notary Public for South Carolina

*Patricia H. Owens*

MY COMMISSION EXPIRES Feb 24 1970

Agreement Recorded April 2, 1970 at 3:42 P. M., #21569.