

GREENVILLE, S.C.

APR 20 9 41 AM '71

BOOK 1187 PAGE 423

1976-E

STATE OF SOUTH CAROLINA FARNSWORTH
COUNTY OF GREENVILLE R.M.C.

MORTGAGE MODIFICATION AGREEMENT
TRAVELERS REST FEDERAL
SAVINGS & LOAN ASSOCIATION

WHEREAS, on January 29, 1971, Furman Burgess
did execute a mortgage unto Travelers Rest Federal Savings and Loan Association covering Lot 55
Sect. 3 Wardview Ave in the sum of \$ 17,000.00 recorded in Mortgage
Book 179, page 537 for a term of 25 years at an interest rate of 8 calling for payments of 131.21
commencing April 1, 1971.

WHEREAS, the mortgage requires the written permission of the mortgagee for assumption purposes and
whereas William Curtis & Effie Marjorie H. Hayes have agreed to assume said note and
mortgage according to the modified terms hereof.

In and for the mutual considerations to the parties involved, Furman Burgess, William Curtis
& Effie Marjorie H. Hayes

do hereby agree that the interest rate shall be increased to 7 1/2 per annum to be computed and paid monthly
and that the payment hereafter shall be \$ 73.90 per month over the remaining period of the loan
which is approximately 25 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 pro-
vided 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, succes-
sors or assigns, shall remain obligated for the debt.

WITNESS THE HANDS AND SEALS of the parties this 15th day of April 1971

In the Presence Of:

TRAVELERS REST FEDERAL SAVINGS AND
LOAN ASSOCIATION (SEAL)

Louise P. Ellenburg

By: James D. King

Louise P. Ellenburg

Furman Burgess (Seller)
Furman Burgess (Seller)

William Curtis Hayes (Assumor)
Effie H. Hayes (Assumor)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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 15th day of April, 1971

John H. Freeman (SEAL)
Notary Public for South Carolina
EXPIRES 2/24/80

Louise P. Ellenburg

Agreement Recorded April 20, 1971 at 9:41 A. M., #24450.