

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

MODIFICATION AGREEMENT
LOAN ASSUMPTION

1404 085

WHEREAS, on the 29th day of December, 1976, First Federal Savings and Loan Association of Greenville, South Carolina, made a mortgage loan to Roy D. Davis, Jr. and Juliette S. Davis covering Lot No. 17, located on Old Hickory Point Street in a subdivision known as Section 1, Forrester Woods in the sum of \$ 34,000.00 on a basis of approximately 30 years with payments thereon at the rate of \$ 267.48 per month, with interest at the rate of 8.75% per annum; and

WHEREAS, the said Roy D. Davis, Jr. and Juliette S. Davis has/have heretofore conveyed the mortgaged premises to Michael E. Amos and Lynn C. Amos hereinafter referred to as the Obligor(s), who has/have expressly assumed and agreed to pay the said note and mortgage according to the terms thereof; and

WHEREAS, the principal balance due on said mortgage loan has now been reduced to the sum of \$ 33,500.00; and

WHEREAS, it is now desired by the parties hereto that the terms of said note and mortgage be amended so as to provide for a payment period of approximately 29 years, with payments thereon at the rate of \$ 259.55 per month, with interest at the rate of 8.50% per annum, to be computed and paid monthly, said payments to begin the first of the month following closing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in and for the mutual considerations and premises hereinabove expressed, the First Federal Savings and Loan Association of Greenville does hereby authorize the undersigned Obligor(s) to make payments on the aforesaid mortgage being recorded in the RM C Office for Greenville County in Mortgage Book 1386, at Page 383, at the rate of \$ 259.55 per month, bearing interest at the rate of 8.50% per annum, payable monthly, and that so long as said payments are made promptly on the first day of each and every calendar month, this loan shall not be considered delinquent, but should the said Obligor(s), or his grantee, or assigns, fail to make said payments as agreed, then in that event, the holder of this mortgage may institute foreclosure proceedings without further delay according to the terms as set out in said note and mortgage.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that no other terms of the aforesaid note and mortgage are in any way changed, altered, or amended by this Agreement.

WITNESS our Hands and Seals this the 18th day of July, 1977.

IN THE PRESENCE OF:

Sylvia K. Anderson
Linda D. Forrester

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE

BY: James C. Blakely, Jr. (LS)
Mortgagee

Michael E. Amos (LS)

Obligor -- Michael E. Amos

Lynn C. Amos (LS)

Obligor -- Lynn C. Amos

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PROBATE

PERSONALLY appeared before me Sylvia K. Anderson and made oath that he saw the within named First Federal Savings and Loan Association of Greenville by its duly authorized officer, James C. Blakely, Jr., as Agent, and Michael E. Amos and Lynn C. Amos sign, seal and as their act and deed deliver the within written Agreement, and that she with Linda D. Forrester witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE)
ME THIS 18th DAY OF July)
19 77)
Linda D. Forrester (LS))
Notary Public for South Carolina)
My commission expires: 8/4/79)

Sylvia K. Anderson

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