- (2) "Prime Interest Rate" shall mean the lowest interest rate charged to commercial borrowers by North Carolina National Bank, Charlotte, North Carolina. In the event of a change in said prime rate the interest rate hereunder shall be adjusted as of the date of said rate change.
- (3) Mortgagor shall have the right and shall be permitted to prepay the loan in whole or in part prior to maturity without any penalties or charges except for interest accrued and unpaid as of the date of such prepayment.
- (4) All terms and conditions of the promissory note and mortgage of real estate which it secures both of which are identified above and which are incorporated herein by reference shall continue in full force and effect except as expressly modified by this agreement.

This agreement shall bind the heirs, executors, administrators, personal representatives, successors and assigns of the Mortgagor and the Mortgagee respectively.

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have executed this Agreement this the day and year first above written.

Witnesses:

Whatsarker

MORTGAGOR

NORTH CAROLINA NATIONAL BANK, CHARLOTTE, NORTH CAROLINA

Cypethia a. Graham

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Its Vcd A

MORTGAGEE