STATE OF SOUTH CAROLINA)
) MODIFICATION AGREEMENT
COUNTY OF GREENVILLE)

WHEREAS, REGINA L. GILSTRAP loaned to CHARLES E. BENNETT and MIRIAM JEAN BENNETT $5,462.50 as evidenced by a promissory note dated July 27, 1979, and a real estate mortgage securing said note bearing the same date recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1475, page 249.

WHEREAS, the parties are past due and in default on the principal and interest on said note and mortgage and the lender, Regina L. Gilstrap, has agreed to waive such defaults at this time upon the modification of said note and mortgage in certain respects.

NOW, THEREFORE, in consideration of the foregoing premises, the receipt and sufficiency whereof are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The amount due on said note and mortgage at the present time, including past due principal and interest, is the sum of $5,804.68 as of March 2, 1931.

2. Charles E. Bennett and Miriam Jean Bennett do hereby agree to pay the said amount due on said note and mortgage in the sum of $5,804.68, with interest on said indebtedness from March 2nd, 1981 at the rate of 16 per cent per annum, which shall be due and payable in equal monthly installments in the sum of $97.20 each, commencing on April 1st, 1981 and on the first day of each month until paid in full, all payments to apply first to interest, with balance to principal, until said indebtedness is paid in full.

3. Except as modified by this agreement, all the terms, conditions and provisions of said note and mortgage shall remain in full force and effect until said indebtedness is paid in full.

4. Pursuant to South Carolina Code of Laws, Section 37-3-601 (the South Carolina Consumer Protection Code) the parties agree that this loan is subject to the provisions of the said South Carolina Consumer Protection Code, which will apply to the within note and mortgage and to any extensions or renewals thereof.