RECORDING FEE

OREENVILLE CO. S. O.

JAN 13 3 43 PH '70

800x 1146 PAGE 109

15729

OLLIE FARNSWORTH THORNTON, ARMOLD & THOMASON

STATE OF SOUTH CAROLINA

GREENVILLE

COUNTY OF

MODIFICATION AGREEMENT INCREASONG INTEREST RATE AND EXTENDING TIME OF PAYMENT

WHEREAS John B. League of Greenville, South Carolina is the owner and holder of a promissory note executed by G. L. Muckenfuss in the original sum of \$35,000.00, secured by a first mortgage of real estate which is recorded in the RMC Office for Greenville County in Mortgage Book 860 at Page 413, title to which property passed to the undersigned obligor, Mamie J. Muckenfuss, by the will of the said G. L. Muckenfuss, which may be found in Apartment 879, File 20 in the Probate Court for Greenville County;

WHEREAS the entire principal balance of \$35,000.00 is due on said indebtedness on or before January 15, 1970 and the parties have agreed to extend the time for the payment of said principal sum to June 15, 1971, provided the interest rate on the balance due is increased to 8 per cent;

NCW, THEREFORE, this agreement by and between John B. League, as Mortgagee, and Mamie J. Muckenfuss, as Obligor,

WITNESSETH:

In consideration of the premises and the further sum of \$1.00 paid by the Mortgagee to the Obligor, receipt of which is hereby acknowledged, the undersigned parties agree as follows:

- $\,$ (1) That the interest rate on the loan balance of \$35,000.00 be increased to 8 per cent.
- (2) That the entire balance on said indebtedness in the amount of \$35,000.00 shall be due and payable on June 15, 1971 without privilege of anticipation.
- (3) That interest on the principal indebtedness shall be computed and paid monthly in the amount of \$233.33 on the 15th day of each month, beginning February 15, 1970.
- (4) That all terms and condition as set out in the note and mortgage shall continue in full force, except as modified expressly by this Agreement.
- (5) That this Agreement shall bind jointly and severally the successors and assigns of the Mortgagee and Obligor, his heirs, successors and assigns. Dated this 13th day of January, 1970.

 IN THE PRESENCE OF:

male J. Lewis

Duckonjuny (SEAL)