RECORDING FEE GREENVILLE CO. SR.M. C. 800K 1205 PAGE 14 AUG 3! STATE OF SOUTH CAROLINA MORTGAGE MODIFICATION AGREEMENT TRAVELERS REST FEDERAL OLLIE ROUNTYOOF GREENVILLE SAVINGS & LOAN ASSOCIATION R. H. C. WHEREAS, on August 14, 1968, Thomas E. Curtis & Martha C. Curtis did execute a mortgage unto Travelers Rest Federal Savings and Loan Association covering Lot. 8.6 Ac. Saluda Township, Greenville County in the sum of \$4,500.00 recorded in Mortgage Book 1100 page 264 for a term of 10 years at an interest rate of 78 calling for payments of 52.25 commencing October 3, 1968 WHEREAS, the mortgage requires the written permission of the mortgagee for assumption purposes and whereas <u>Gerald Harris</u> have agreed to assume said note and mortgage according to the modified terms hereof. In and for the mutual considerations to the parties involved, ____Thomas E. & Martha C. Curtis c Gerald Harris do hereby agree that the interest rate shall be increased to _8%_per annum to be computed and paid monthly _per month over the remaining period of the loan and that the payment hereafter shall be \$ 54.60 which is approximately 7 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 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, successors or assigns, shall remain obligated for the debt. WITNESS THE HANDS AND SEALS of the parties this 18 day of August TRAVELERS REST FEDERAL, SAVINGS, AND In the Presence Of: ASSOCIATION (SEAL) (Seller) (Assumor) (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,

August,

'Notary Public for South Carolina Mortgage Modification Agreement Recorded August 31, 1971 MY COMMISSION EXPIRES SEPTEMBER 30. 1980at 11:39 A.M., #6395

(SEAL)

with the other witness subscribed above witnessed the execution thereof.

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SWORN to before me this

Notary Public for South Carolina