

between
Fidelity Federal Savings & Loan Association, called the Association, and
John and Jennifer D. Brattin, called the Obligor.

1. The Obligor has applied for a modification of the original amount of \$10,000.00.

2. The Obligor has requested the Association to readvance on his name, place on the old note and mortgage and/or to extend the time for the performance of the obligation.

3. The Obligor has agreed to make payment of \$19,175.44 on the FIRST DAY of

July, 1968, and thereafter to make monthly payments of \$343.44 on the FIRST DAY of each month

hereafter until paid in full; said payments to be applied first to interest calculated monthly at the rate of $7 \frac{1}{4}$ % per annum, or in accordance with those terms agreed upon in the mortgage note and/or the Modification and Assumption Agreement, whichever shall be unpaid balance and the remainder on principal until paid in full; or

4. In consideration of the readvance and extension to the Obligor of the sum of \$19,175.44 and the extension of time for performance the Obligor agrees that the rate of interest on the entire amount now due, including the readvance, the interest on the same per annum, and those terms expressly agreed upon in the mortgage note and/or in the Modification and Assumption Agreement, be in effect, and the Obligor does hereby agree that the said readvance and extension are granted by the Association for the account of the Obligor and that the said sum shall be repaid by the said date and in regard thereto it is mutually agreed that the principal indebtedness is

to be paid in monthly installments of \$343.44 each on the FIRST DAY of each month thereafter, said payments to be applied first to interest and then to principal until paid in full.

5. Obligor agrees that if a default shall exist for a period of fifteen (15) days in the failure to pay the principal indebtedness or any installment thereof or interest thereon or in the performance of any of the terms and conditions of the obligation as modified by this agreement, the Association may, at its option, declare the entire principal indebtedness with interest immediately due and payable and may proceed to collect same and avail itself of all rights and remedies given to it under the obligation in the event of a default.

6. All terms and conditions of the Mortgage Note and/or the Modification and Assumption Agreement shall continue in full force except as modified expressly by this agreement and the statute of limitations will not commence to run against the obligation until the expiration of the time for payment of the indebtedness as herein extended.

7. This agreement shall bind jointly and severally the heirs, the executors, the administrators, the successors and the assigns of the Association and of the Obligor respectively.

IN WITNESS WHEREOF, The Association has caused this agreement to be executed by its duly authorized officer, and the Obligor has set his hand and seal on the date and year above written.

IN THE PRESENCE OF: FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION
(SEAL)

John and Jennifer D. Brattin (SEAL)
By: *J. D. Brattin* Title: *S. E.*

John and Jennifer D. Brattin (SEAL)
Obligor

Charlotte J. Brattin (SEAL)
Obligor