

CHEROS & PATTERSON

FILED
GREENVILLE CO. S. C.

BOOK 1247 PAGE 683

SEP 5 12 31 PM '72

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
ELIZABETH RIDDLE MODIFICATION AND SUBORDINATION AGREEMENT
R.H.C.)

WHEREAS First Piedmont Bank & Trust Company, is the owner and holder of a note and mortgage executed by Benjamin E. Johnson in the original amount of \$15,000.00, recorded in the RMC Office for Greenville County in Mortgage Book 1131 at page 151, covering property known as Lot 33 Strange Road;

WHEREAS First Piedmont Bank & Trust Company has agreed, for valuable consideration, to modify the terms of said note and mortgage as to the balance due thereunder; and as a part of such agreement First Piedmont Bank & Trust Company has and does hereby subordinate the lien of its mortgage recorded in Mortgage Book 1131 at page 151 to the lien of a mortgage given on even date herewith to First Federal Savings & Loan Association covering the identical property, given by Benjamin E. Johnson;

NOW, THEREFORE, THIS AGREEMENT made and entered into this 28th day of August 1972, by and between First Piedmont Bank & Trust Company and Benjamin E. Johnson, hereinafter referred to as Mortgagor,

WITNESSETH:

1. That the balance on the mortgage and note due to First Piedmont Bank & Trust Company at the present time is \$ 3747.99; that the note, and the mortgage securing same recorded in Book 1131 at page 151, are hereby modified so that said balance will be repaid in monthly installments of \$122.00, to be applied first to interest at the rate of 5.2% ^(add on) per annum and then to principal until paid in full.

2. That the lien of said mortgage recorded in Mortgage Book 1131 at page 151 is hereby subordinated to the lien of the mortgage given by Benjamin E. Johnson to First Federal Savings & Loan Association in the amount of \$21,350.00, dated August 28, 1972, recorded herewith.

3. That all terms and conditions as set out in the note and mortgage due to First Piedmont Bank & Trust Company referred to herein shall continue in full force and effect except as modified expressly by this Agreement.

4. That this Agreement shall bind jointly and severally the successors and assigns of the First Piedmont Bank & Trust Company and the heirs and assigns of the Mortgagor.

IN WITNESS WHEREOF the parties hereto have set their hands and seals at Greenville, South Carolina, this 28th day of August 1972.

In the presence of:

John C. Chero
Bruce J. Patterson

FIRST PIEDMONT BANK & TRUST COMPANY (LS)

BY: *D. Perry Earle III*
Officer: *Vice President*

Benjamin E. Johnson
Mortgagor

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