GREENVILLE CO. S. C.

BOOK 1270 PAGE 75 CAM FE TO PAGE 3-27-73

28473

AFR 6 11 21 NH '73

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

MODIFICATION AGREEMENT FOR A: READVANCE; READVANCE & EXTENSION; OR EXTENSION OF TERM

	STATE OF SOUTH CAROLINA	LOAN ACCOUNT	
	COUNTY OF GREENVILLE	NUMBER 1-11-18339	
)	THIS ACREEMENT made this day the Fidelity Federal Savings & Loan Association, Greenville, Sidney R. Marshall	of March 19.73, between South Carolina, hereinafter called the Association, and hereinafter called the Obligor.	
	WITNESSETH THAT: WHEREAS, the Association is the owner and holder of a note dated November 11, 19.20,		
	executed by Sidney R. + Frances R. Marshall		
	and secured by a mortgage on the premises situated on 1816	N. Pleasantburg Dr (Hwy. 291)	
	said mortgage being recorded in the RMC Office for Green	County in Book 1/72 at	
	Page 351, title to which mortgage premises is now vested in the name of Sidney R. Morshall and the said Obligor has requested the Association to		
	, and the said Obligor has requested the Association to readvance to him sums paid on the said note and mortgage and/or to extend the time for the performance of the obligation.		
	NOW THEREFORE:		
	1A. The Association agrees to extend the time for payment of the principal indebtedness of \$		
	now remaining unpaid so that it shall be payable as follows: \$ on the FIRST DAY of on the FIRST DAY of each month		
	thereafter until paid in full, said payments to be applied first to interest, calculated monthly at the rate of		
	per annum, or in accordance with those terms agreed upon in the mortgage note and/or the Modification and Assumption Agreement, where applicable, on the unpaid balance and the remainder on principal until paid in full; or		
	1B. In consideration of the readvance and extension to the Obligor of the sum of \$ 436, 43 and the extension of the time for performance, the Obligor agrees that the rate of interest on the entire amount now due,		
	including the readvance, be increased to 8 per cent per amoun, 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 was advanced by the Association for the account of the Obligor and that the said sum shall be secured by the said note and mortgage. It is mutually agreed that the principal indebtedess is		
	5.7,233,59, and that it shall be paid in monthly installments of \$\frac{1/3.0}{of each month hereafter, said payments to be applied first to interest, and then to principal until paid in full.		
	2. Obligor agrees that if a default shall exist for a period of fifteen (15) days in the failure to pay the principal indebtedness of 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.		
	3. 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.		
	4. 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: FID	ELITY FEDERAL SAVINGS & LOAN ASSOCIATION (SEAL)	
_	Della Brown	ρ ρ ρ	
`	Simon of Villa	Title Land Processing Officer	
_	82 000.00	Sidney Praestall (SEAL) Obligor	
2	The same of the sa		
-	Hima XI Vailo -	Obligor (SEAL)	
/	/4'	D	