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RECORDING FEE

FILED GREENVILLE CO. S. C. State of South Carolina Modification Agreement Uncreasing linterest Rate County of Greenville DONNIE S. TANKERSLEY after referred to as "Association" and Margaret Sherwood hereinafter referred to as "Obligor". WITNESSETH: WHEREAS, the Association is the owner and holder of a promissory note, , executed by / R & R Enterprises March 3, 1973 twenty-eight thousand eight hundred & No/100 to it in the original sum of 28,800.00 Dollars, bearing interest at the rate of seven and one-half %) per centum per annum, and secured by a first mortgage on the pre-Lot 23 Forrester Woods mises being known as which is recorded in the R.M.C. Office for \_\_\_ Greenvile County in Mortgage Book 1270 , at Page 472 ; title to which property is now being transferred to the Obligor who has agreed to assume said mortgage loan and pay the balance due thereon, and WHEREAS, the Association has agreed to said transfer of the ownership of the mortgaged property to the Obligor and his assumption of the mortgage loan provided the interest rate on the balance due on said loan is increased from ( 7.50 %) to \_\_\_\_eight seven and one-half ( 8.00%) per centum per annum. NOW THEREFORE, in consideration of the premises and the further sum of One (\$1.00) Dollar paid by the Association 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 \_\_\_\_twenty-eight thousand four hundred (\$ 28,400.00 ) Dollars be increased to eight (8.00 %) per centum per annum; (2) that the Obligor agrees to repay said Obligation in monthly instalments of two hundred ten and 15/100 (\$ 210.15 ) Dollars each with payments to be applied first to interest and then to the remaining principal balance due from month to month with the first monthly payment becoming due on the \_\_\_\_July day of 1, 1973;(3) that all terms and conditions as set out in the note and mortgage 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 the last payment of the Obligation; (4) that this Agreement shall bind jointly and severally the heirs, executors, administrators, successors and assigns of the Association and the Obligor respectively; and that wherever the masculine gender is used in this Agreement, it shall be extended when necessary to include the feminine or neuter gander, and likewise,

IN WITHESS WHEREOF, the Association has caused this Agreement to be executed by its duly authorized officer and corporate seal affixed, and the Obligor has set his hand and seal on the day and year written above.

the singular shall be extended when necessary to include the plural.

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