STATE OF SOUTH CAROLINALA 17 3 38 10 MORIGAGE MODIFICATION AGREEMENT COURSE STANCESCLEY TRAVELERS REST FEDERAL SAVINGS & LOAN ASSOCIATION COUNTY OF GREENVILLE

WHEREAS, on\_April\_27, 1973 Honry C. Harding did execute a mortgage unto Travelers Rest Federal Savings and Loan Association covering Lot. 6 Jenkins-Estate\_\_\_\_\_\_in the sum of \$ 20,500,00 = recorded in Mortgage Book 1274 page 97, for a term of 25 years at an interest rate of 74, calling for payments of 151.50. commencing July 1, 1973..... WHEREAS, the mortgage requires the written permission of the mortgagee for assumption purposes and whereas James\_Lloyd\_&\_Clara\_Hae\_Bailey have agreed to assume said note and mortgage according to the modified terms hereof. In and for the mutual considerations to the parties involved, Henry C. Harding & James Lloyd & Clara Mae Bailey do hereby agree that the interest rate shall be increased to \_8\_\_\_per annum to be computed and paid monthly and that the payment hereafter shall be \$\_158,23...... per menth over the remaining period of the loan which is approximately\_25\_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 pennitted 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 obligars at their last known address. During said 30 day period, the obligars 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 herein, the installment payments 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 5th day of July 1973

In the Presence Of:

TRAVELERS REST FEDERAL SAVINGS AND LOAN ASSOCIATION (SEAL)

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, with the other witnesses ibscribed above wimessed the execution thereof.

SWOBN to before mostisth dey of July 1973

Agreement recorded 7/17/73 at 3:08 P.M.,#1740