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RECORDING FEE \$1.00

BOOK 1144 PAGE 477

Dec 18 11.01 AM '69

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
O.L.I.F. FARNSWORTH)
R.M.C.)
MODIFICATION AGREEMENT
INCREASING INTEREST RATE

WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, is the owner and holder of a promissory note dated 8/1/69, executed by Cothran & Darby Builders, Inc., in the original sum of \$30,200.00 bearing interest at the rate of 8% and secured by a first mortgage on the premises being known as Lot 7, Sec. II, Merrifield Park, which is recorded in the RMC Office for Greenville County in Mortgage Book 1133, page 48, title to which property is now being transferred to the Obligor, who has agreed to assume said mortgage loan and to pay the balance due thereon; and

WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, has agreed to said transfer of ownership of the mortgaged premises to the Obligor and his assumption of the mortgage loan, provided the interest rate on the balance due is increased from 7 3/4% to 8%,

NOW, THEREFORE, this agreement made and entered into this 18th day of December, 1969, by and between Fidelity Federal Savings and Loan Association of Greenville, South Carolina, as mortgagee, and John K. Hubbard & Marion O. Hubbard as Obligor,

WITNESSETH:

In consideration of the premises and the further sum of \$1.00 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 \$23,000.00 be ~~increased to 8 1/2%~~ ^{for the term of twenty-five (25) years} 8% for 13 years and 7 3/4% for 12 years.
- (2) That the Obligor agrees to repay said obligation in monthly installments of \$177.52 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 payments being due January 1, 1970.
- (3) That all terms and condition as set out in the note and mortgage shall continue in full force, except as modified expressly by this Agreement.
- (4) That this Agreement shall bind jointly and severally the successors and assigns of the Association and Obligor, his heirs, successors and assigns.

SMK mosh

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18th day of December, 1969.

In the presence of:
John L. Strom
Mayor P. Johnson

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION (SEAL)

BY: Ronald J. Bell

John K. Hubbard (SEAL)
John K. Hubbard

Marion O. Hubbard (SEAL)
Marion O. Hubbard

OBLIGOR(S)
) Marion O. Hubbard
) PROBATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PERSONALLY appeared the undersigned and made oath that (s)he saw the above named parties sign, seal, and deliver the foregoing Agreement and that (s)he with the other subscribing witness witnessed its execution.

SWORN TO BEFORE ME THIS

18th day of December, 19 69 John L. Strom

Mayor P. Johnson (LS)
Notary Public for South Carolina
Commission Expires: November 19, 1979.

Agree. Recorded Dec. 18, 1969 at 11:01 A. M., #14066.