

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MODIFICATION AGREEMENT
LOAN ASSUMPTION

5052 NOV 22E

WHEREAS, on the 21st day of October, 19 74, First Federal Savings and Loan Association of Greenville, South Carolina made a mortgage loan to Jack E. Shaw Builders, Inc. covering Lot No. 368, located on Botany Road Street in a subdivision known as Botany Woods in the sum of \$ 54,000.00 on a basis of approximately 29 years with payments thereon at the rate of \$ 437.49 per month, with interest at the rate of 9.00 % per annum; and

WHEREAS, the said Jack E. Shaw Builders, Inc. has heretofore conveyed the mortgaged premises to T. R. Fowler hereinafter referred to as the obligor (s), who has/have expressly assumed and agreed to pay the said note and mortgage according to the terms thereof; and

WHEREAS, the principal balance due on said mortgage loan has now been reduced to the sum of \$ 10,400.00; and

1.00 AM

WHEREAS, it is now desired by the parties hereto that the terms of said note and mortgage be amended so as to provide for a payment period of approximately 10 years, with payments thereon at the rate of \$ 130.35 per month, with interest at the rate of 8.75 % per annum, to be computed and paid monthly. NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that in and for the mutual considerations and premises hereinabove expressed, the First Federal Savings and Loan Association of Greenville does hereby authorize the undersigned obligor (s) to make payments on the aforesaid mortgage being recorded in the R. M. C. Office for Greenville County in Mortgage Book 1325, at Page 551 at the rate of \$ 130.35 per month, bearing interest at the rate of 8.75% per annum, payable monthly, and that so long as said payments are made promptly on the first day of each and every calendar month this loan shall not be considered delinquent, but should the said obligor (s), or his grantee, or assigns, fail to make said payments as agreed, then in that event, the holder of this mortgage may institute foreclosure proceedings without further delay according to the terms as set out in said note and mortgage.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that no other terms of the aforesaid note and mortgage are in any way changed, altered, or amended by this agreement.

WITNESS our hands and seals this the 19th day of November, 1976.

In the presence of:

Elaine G. Basye
Frances R. Leitke

First Federal Savings & Loan Association of Greenville (SEAL)

By: [Signature]
Mortgagee

By: T. R. Fowler
Obligor T. R. Fowler
JACK E. SHAW BUILDERS, INC.
By: [Signature]
Seller

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PROBATE

PERSONALLY appeared before me Frances R. Leitke and made oath that she saw the within named First Federal Savings and Loan Association of Greenville by its duly authorized officer Paul J. Foster, Jr. as Attorney, and T. R. Fowler, & Jack E. Shaw Builders, Inc. sign, seal and as their act and deed deliver the within written Extension Agreement, and the she with Elaine G. Basye witnessed the execution thereof.

SWORN to before me this the 19th day of November 1976.

Frances R. Leitke

Elaine G. Basye (L.S.)
Notary Public for South Carolina
My commission expires: 2/28/83

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