

office of SCN, Greenville, South Carolina, or at such other place as the holder hereof may designate in writing to the Borrower, commencing February 15, 1979, in Seventy-Eight (78) consecutive monthly installments of Three Hundred Eighty-One and 04/100 (\$381.04) Dollars, the first such installment due February 15, 1979, and succeeding installments being due and payable on the same day of each month thereafter until and including July 15, 1985.

2. Failure by the Borrower to make any payment or to perform any other provision provided for herein or in the Note or Mortgage shall at the option of the holder of the Note and Mortgage constitute a default in the Note and Mortgage.

3. The Borrower acknowledges, represents, warrants, and confirms to SCN the following: (a) the Note and Mortgage are valid and binding and free from all infirmities of any nature whatsoever; (b) the Mortgage constitutes a first lien against the property encumbered thereby; (c) SCN is under no obligation to further amend, modify, or extend the Note and Mortgage.

4. It is further agreed that this is a modification of the period and terms for payment only and that the Note and Mortgage, except as expressly modified by this instrument, shall be and remain in full force and effect as originally entered into.

5. It is further agreed that the modification granted by this instrument shall not release any maker or other party to the Note or any undertaking in connection therewith, nor shall this Agreement effect any release of any collateral given at any time to secure payment of the Note or said undertakings.

6. The Borrower represents that no consent of any person, firm, or corporation, not a party hereto, is required, and the Borrower agrees, to indemnify and hold harmless SCN from and against any and all loss, damage, or liability whatever, including attorneys' fees arising out of failure to obtain the consent of any person not a party hereto.

This Agreement shall be binding on the parties hereto, their heirs, successors, and assigns.

11
19
79

4328 RV-2