

Love, Thornton
and Arnold

FEB 7 3 21 PM 1958

BOOK 737 Page 387

STATE OF SOUTH CAROLINA

COUNTY OF

AGREEMENT MODIFYING NOTE AND MORTGAGE

THIS AGREEMENT, made and entered into this 9th day of September, 1957,
by and between Lloyd Alton Merritt

of Greenville, South Carolina
herein after called the Mortgagor) part y of the first part, and H. V. Higley,
as Administrator of Veterans Affairs, an officer of the United States of America,
whose post office address is Veterans Administration, Washington 25, D. C., and his
successors in such office, as such, and his or their assigns, hereinafter called the
Mortgagee, party of the second part;

WITNESSETH, that whereas the Mortgagor ha made, executed, and delivered
to the Mortgagee a certain mortgage dated the 9 day of September, 1957,
given to secure the payment of a note dated the 9th day of September, 1957,
in the principal sum of Ninety-eight Hundred and No/100
(\$ 9800.00) Dollars, which mortgage was filed for record in the Office of the
R. M. C., in and for the County of Greenville, State
of South Carolina on the day of September, 1957 in Book at Page
 which mortgage described the following real property in Greenville
County, to-wit:

All that certain piece, parcel or lot of land lying in the State of South
Carolina, County of Greenville, on the southeastern side of Woodruff Road,
Butler Township, being shown on a plat of the property of Lloyd Alton
Merritt prepared by J. C. Hill dated August 21, 1957, recorded in Plat
Book Y at Page 72, and according to said plat being more particularly
described as follows:

BEGINNING at an iron pin in the southeastern side of the Woodruff Road
joint corner of property of Merritt and property now or formerly of
Mark Forrester and running thence with the line of said property
S. 41-55 E. 154.2 feet to an iron pin corner of property of Joe H.
Merritt; thence with the line of said property N. 46-27 E. 94.9 feet
to an iron pin; thence continuing with the property of Joe H. Merritt
N. 36-40 W. 121.5 feet to an iron pin on the southeastern side of
Woodruff Road; thence with the southeastern side of said road S. 64-08 W.
110 feet to the beginning corner.

This being the same property conveyed to the mortgagor by deed of Joe H.
Merritt recorded in Deed Book 552 at Page 133.

AND, WHEREAS, said note, as secured by said mortgage, matures on the 9th
day of September, 1957 and represents a loan for the construction of a home,
the proceeds of which will be paid out in partial disbursements during the course of
construction, and whereas the proposed date of occupancy of said home is the 26th
day of February, 1958

NOW, THEREFORE, in consideration of mutual promises, it is agreed by and be-
tween the parties hereto that the making of the monthly payments, principal and
interest, as provided in said note, be and the same is hereby postponed until and
shall commence one month subsequent to the aforesaid proposed date of occupancy,
provided, however, as a condition to the execution of this Agreement, that interest