

SEP 9 10 43 AM 1968

BOOK 1102 PAGE 506

STATE OF SOUTH CAROLINA) OLLIE LEONHIRTH)
COUNTY OF GREENVILLE))
MODIFICATION AGREEMENT
INCREASING INTEREST RATE

This Agreement entered into this the 4th day of September, 1968 by and between Travelers Rest Federal Savings and Loan Association of Travelers Rest, hereinafter referred to as the "Association", and Junius Leonhirth, hereinafter referred to as the "Obligor".

WITNESSETH:

WHEREAS, the Association is the owner and holder of a promissory note dated Dec. 18, 1962, executed by the obligor to it in the original sum of \$10,000, bearing interest at the rate of six (6%) per centum per annum, and secured by a first mortgage over property in Greenville, South Carolina, Lot 41, Derwood Lane, Greenville, S.C. Mortgage Book 909 Page 331, and

WHEREAS, the Obligor is delinquent in making his mortgage payments in accordance with the terms and conditions of said note and mortgage, which delinquency through the month of Sept., 1968 amounts to the sum of \$ 220.00, plus \$ attorney fees, making a total of \$ 220.00, and

WHEREAS, the Association has heretofore elected to declare the entire balance due and payable and foreclose its mortgage, but the obligor has agreed that if the Association would allow the obligor to place the delinquent mortgage account on a current basis through the month of Sept., 1968, that the Association, in consideration therefore, could increase the interest rate on said loan to the rate of seven (7%) per centum per annum which the Association has agreed to do.

NOW, THEREFORE, after payment by the Obligor totaling \$ 220.00 as referred to above, the current mortgage balance amounts to \$ 8,206.95, together with interest on said amount as of Sept., 1968, at the rate of six (6%) per centum per annum; and it is hereby agreed by the undersigned parties that the interest rate on said balance is hereby changed to seven (7%) per centum per annum from October 1, 1968 forward.

IT IS FURTHER AGREED that said mortgage balance shall be paid at the rate of \$ 75.00 per month, beginning October 1, 1968, with payments applied first to interest at the rate of seven (7%) per centum per annum and then to the remaining principal balance due from month to month. It is agreed that with the exception of the change in interest rate and monthly payments, that all other terms and conditions of the note and mortgage shall remain unaffected.

This Agreement shall bind jointly and severally the heirs, executors, administrators, successors, and assigns of the Association and the Obligor, respectively.

In Witness Whereof, the Association has caused this Agreement to be executed by its duly authorized officer and corporate seal affixed, and the Obligor by his hands and seals, on the date and year first written above.

In the presence of:
Mary H. Chapman
Jeanne L. Garrett
By W. C. Richey, Jr.
TITLE
Executive Vice President
Junius Leonhirth
Obligor

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
Personally appeared the undersigned witness and made oath that (s)he saw the within named Travelers Rest Federal Savings and Loan Association by its duly authorized officer W. C. Richey, Jr., and Junius Leonhirth, sign, seal and as their act and deed deliver the within Modification Agreement increasing interest rate and that (s)he, with the witness subscribed above witnessed the execution thereof.

Subscribed to before me this 4th day of September 1968.
Jeanne L. Garrett (Seal)
Notary Public for South Carolina
My Commission Expires Jan 1, 1970
Mary H. Chapman

Filed. Recorded Sept. 9, 1968 at 10:43 A. M., #5969.

for Mortgage Modification Agreement to this Mortgage see R. S. M. Book 1151 page 518.