

STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF GREENVILLE FILED MORTGAGE MODIFICATION AGREEMENT GREENVILLE CO. S. C. TRAVELERS REST FEDERAL SAVINGS & LOAN ASSOCIATION FEB 25 1 20 PM '70

WHEREAS, on April 15, 1968, LILLIE EARNSWORTH R.M.C. did execute a mortgage unto Travelers Rest Federal Savings and Loan Association covering Lots 3, Pt. 4 & 5 Echo Lane, Montevideo II in the sum of \$ 18,950.00 recorded in Mortgage Book 1088, page 425 for a term of 25 years at an interest rate of 6.75% calling for payments of 130.94 commencing 4-15-68.

WHEREAS, the mortgage requires the written permission of the mortgagee for assumption purposes and whereas Julius Henry & Brenda W. Sizemore have agreed to assume said note and mortgage according to the modified terms hereof.

In and for the mutual considerations of the parties involved, Julius Henry & Brenda W. Sizemore do hereby agree that the interest rate shall be increased to 8% per annum to be computed and paid monthly and that the payment hereafter shall be \$ 148.38 per month over the remaining period of the loan which is approximately 23 years. It is understood and agreed that the remaining terms and conditions of said note and mortgage shall remain the same.

ESCALATOR CLAUSE

THE BORROWERS agree that the aforesaid rate of interest on this obligation may, from time to time, at the discretion of the Association be increased to the maximum rate per annum permitted to be charged from time to time by applicable South Carolina Law. Any increase in the interest rate herein set forth shall take effect 30 days after written notice of such increase has been mailed to the obligors at their last known address. During said 30 day period, the obligors shall have the privilege of paying the obligation in full without penalty. In the event the interest rate of this obligation is adjusted as provided herein, the installment payments provided hereinabove shall be increased so that this obligation will be paid in full in substantially the same time as would have occurred prior to such change in interest rate; however, should the term of the obligation be extended by reason of this adjustment, the makers, endorsers and their heirs, personal representatives, successors or assigns, shall remain obligated for the debt.

WITNESS THE HANDS AND SEALS of the parties this 30th day of January 1970.

In the Presence Of: TRAVELERS REST FEDERAL SAVINGS AND LOAN ASSOCIATION (SEAL) By: W. C. Linder. Lillian B. Ellenburg, Mary H. Chapman, James C. Taylor (Seller), Brenda W. Taylor (Seller), Julius Henry Sizemore (Assumor), Brenda W. Sizemore (Assumor)

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named parties sign, seal and at their act and deed deliver the within written Mortgage Modification Agreement and that (s)he, with the other witness subscribed above witnessed the execution thereof. SWORN to before me this 30 day of January 1970. Notary Public for South Carolina Agreement, Greenville, South Carolina, 1970 at 1:20 P. M., #18733.