

1771

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
Ollie Farnsworth  
R. M. C.

MORTGAGE MODIFICATION AGREEMENT

TRAVELERS REST FEDERAL  
SAVINGS & LOAN ASSOCIATION

WHEREAS, on November 2, 1965, Jean J. & Charles W. Spence did execute a mortgage unto Travelers Rest Federal Savings and Loan Association covering Lots 8 & 9 Selwyn Dr. Timberlake, Greenville on the sum of \$30,000.00 recorded in Mortgage Book 012, page 457 for a term of 25 years at an interest rate of 6 calling for payments of 193.31 commencing Jan 3, 1966.

WHEREAS, the mortgage requires the written permission of the mortgagee for assumption purposes and whereas Jack W. & Suzanne T. Howard have agreed to assume said note and mortgage according to the modified terms hereof.

In and for the mutual considerations to the parties involved, William F. Holliday, Doris A. Holliday, Jack W. & Suzanne T. Howard

do hereby agree that the interest rate shall be increased to 7% per annum to be computed and paid monthly and that the payment hereafter shall be \$ 212.04 per month over the remaining period of the loan which is approximately 21 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 11th day of August, 1970

In the Presence Of:

TRAVELERS REST FEDERAL SAVINGS AND  
LOAN ASSOCIATION (SEAL)

Louise E. Ellenberg  
Calvin H. Aron  
Dorothy Thompson  
Charlotte C. Shepard

By: James P. Long  
William F. Holliday (Seller)  
Doris A. Holliday (Seller)  
Jack W. Howard (Assumor)  
Suzanne T. Howard (Assumor)

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PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named parties sign, seal and as 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 11th day of August, 1970

Calvin H. Aron (SEAL) Charlotte C. Shepard

Notary Public for South Carolina

My Commission Expires 1/1/71.

Agreement Recorded August 19, 1970 at 4:11 P. M., #4136.