

BOOM 1186 PRE 427

STATE OF SOUTH CAROLINA

COUNTY ANDERSON MODIFICATION AGREEMENT

WHEREAS, Henry C. Harding Builders, Inc. on April 20, 1967 was indebted to Anderson Savings and Loan Association, Inc. in the principal amount of \$10,100.00 with interest at the rate of Seven per cent per annum payable in monthly installments of \$79.00 each beginning on the first day of May, 1967, which indebtedness was secured by a real estate mortgage dated April 20, .1967 and recorded in the Office of the Clerk of Court for Greenville County, S. C. in Mortgage Book 1055 at page 385, and;

WHEREAS, the real property covered by said mortgage was conveyed by the said Henry C. Harding Builders, Inc. to Mac Arthur McKinney and Carolyn McKinney and the said Mac Arthur McKinney and Carolyn McKinney expressly agreed to assume the payment of said indebtedness according to the terms of said note and mortgage, and;

WHEREAS, the said Mac Arthur McKinney and Carolyn McKinney have failed and neglected to make the payment for the months of February, March and April, 1971 giving to Anderson Savings and Loan Association the option to call the entire indebtedness due and payable and the option to foreclose the mortgage securing same, and;

WHEREAS, the said Mac Arthur McKinney and Carolyn McKinney have requested the forbearance of Anderson Savingsand Loan Association and in order to induce said Association to forbear in the foreclosure of the mortgage, they have agreed to pay the delinquent payments and have agreed that the interest rate on said loan will be increased.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the undersigned, the parties hereto agree as follows:

- The interest rate on the above referred to loan wil be increased from 7% to 8% per annum.
- 2. In order to pay the increased interest, the monthly payments on said indebtedness will be increased from \$79.00 per month to \$82.92 per month.
- 3. The undersigned, Mac Arthur McKinney and Carolyn McKinney will pay the increased monthly installments and the increased interest rate beginning with the installment due on May 1, 1971 and will pay the same amount each month until the full amount of said indebtedness has been paid.
- 4. All other terms, provisions, and conditions of said note and mortgage will remain unchanged.

EXECUTED by the parties hereto this the day of April, 1971.

In the Presence of:

(SEAL)

ANDERSON SAVINGS AND LOAN ASSOCIATION

(SEAL)

(CONTOURD ON NEXT PAGE)