FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

MODIFICATION AGREEMENT FOR A READVANCE, READVANCE & EXTENSION OR EXTENSION OF TERM

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

LOAN ACCOUNT NUMBER 1-11-10439

THIS AGREEMENT made this 2nd day of December, 19 77, between the Fidelity Federal Savings & Loan Association, Greenville, South Carolina, hereinafter called the Association, and H. S. Kistler and Evelyn B. Kistler, hereinafter called the Obligor.

WITNESSETH THAT:

WHEREAS, the Association is the owner and holder of a note dated March 5, 19 57, executed by H. S. Kistler and Evelyn B. Kistler in the original amount of $ 7500.00, and secured by a mortgage on the premises situated on Pelham Circle #1 Edwards Rd., said mortgage being recorded in the RMC Office for Greenville County in Book 706 at Page 422, title to which mortgage premises is now vested in the name of H. S. Kistler and Evelyn B. Kistler, and the said Obligor has requested the Association to readvance to him sums paid on the said note and mortgage and/or to extend the time for the performance of the obligation.

NOW THEREFORE:

1A. The Association agrees to extend the time for payment of the principal indebtedness of $ N/A now remaining unpaid so that it shall be payable as follows: $ N/A on the FIRST DAY of N/A, 19 — and a like payment of $ N/A on the FIRST DAY of each month thereafter until paid in full, said payments to be applied first to interest, calculated monthly at the rate of N/A % per annum, or in accordance with those terms agreed upon in the mortgage note and/or the Modification and Assumption Agreement, where applicable, on the unpaid balance and the remainder on principal until paid in full; or

1B. In consideration of the readvance and extension to the Obligor of the sum of $ 800.00 and the extension of the time for performance, the Obligor agrees that the rate of interest on the entire amount now due, including the readvance, be increased to 6½ per cent per annum, and those terms expressly agreed upon in the mortgage note and/or in the Modification and Assumption Agreement, be in effect, and the Obligor does hereby agree that the said readvance and extension was advanced by the Association for the account of the Obligor and that the said sum shall be secured by the said note and mortgage. It is mutually agreed that the principal indebtedess is $ 3793.97, and that it shall be paid in monthly installments of $ 90.13, each on the FIRST DAY of each month hereafter, said payments to be applied first to interest, and then to principal until paid in full.

2. Obligor agrees that if a default shall exist for a period of fifteen (15) days in the failure to pay the principal indebtedness of any installment thereof or interest thereon or in the performance of any of the terms and conditions of the obligation as modified by this agreement, the Association may, at its option, declare the entire principal indebtedness with interest immediately due and payable and may proceed to collect same and avail itself of all rights and remedies given to it under the obligation in the event of a default.

3. All terms and conditions of the Mortgage Note and/or the Modification and Assumption Agreement shall continue in full force except as modified expressly by this agreement and the statute of limitations will not commence to run against the obligation until the expiration of the time for payment of the indebtedness as herein extended.

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

IN WITNESS WHEREOF, The Association has caused this agreement to be executed by its duly authorized officer, and the Obligor has set his hand and seal on the date and year above written.

IN THE PRESENCE OF:

Gail Rogers
Jennifer J. Jefcoat
Gail Rogers
Jennifer J. Jefcoat

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION (SEAL)

By: Gary L. Jordan
Title

H. S. Kistler (SEAL)
Obligor

Evelyn B. Kistler (SEAL)
Obligor

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