

GREENVILLE CO. S. C.

AUG 13 2 49 PM '73

DONNIE S. TANKERSLEY
R.H.C.

BOOK 1287 PAGE 719

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

MODIFICATION AND SUBORDINATION
AGREEMENT

WHEREAS, First Piedmont Bank & Trust Company, is the owner and holder of a note and mortgage executed by Benjamin E. Johnson in the original amount of \$15,000.00, recorded in the RMC Office for Greenville County in Mortgage Book 1131, at Page 151, covering property known as Lot No. 33 Strange Road; and

WHEREAS, First Piedmont Bank & Trust Company has agreed, for valuable consideration, to modify the terms of said note and mortgage as to the balance due thereunder; and as a part of such agreement, First Piedmont Bank & Trust Company has and does hereby subordinate the lien of its mortgage recorded in Mortgage Book 1131, at Page 151, to the lien of a mortgage given on even date herewith to First Federal Savings & Loan Association covering the identical property, given by Wilma Harris Johnson and Benjamin E. Johnson;

NOW, THEREFORE, this Agreement made and entered into this 6th day of August, 1973, by and between First Piedmont Bank & Trust Company and Benjamin E. Johnson, hereinafter referred to as Mortgagor,

WITNESSETH:

1. That the balance on the mortgage and note due to First Piedmont Bank & Trust Company at the present time is \$ 2,586.55 ; that the note, and the mortgage securing same recorded in Book 1131, at Page 151, are hereby modified so that said balance will be repaid in monthly installments of \$ 122.00 , to be applied first to interest at the rate of ten % per annum and then to principal until paid in full.

2. That the lien of said mortgage recorded in Mortgage Book 1131, at Page 151, is hereby subordinated to the lien of the mortgage given by Wilma Harris Johnson and Benjamin E. Johnson to First Federal Savings & Loan Association in the amount of \$24,000.00, dated August 6, 1973, recorded herewith.

3. That all terms and conditions as set out in the note and mortgage due to First Piedmont Bank & Trust Company referred to herein shall continue in full force and effect except as modified expressly by this Agreement.

4. That this Agreement shall bind jointly and severally the successors and assigns of the First Piedmont Bank & Trust Company and the heirs and assigns of the Mortgagor.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Greenville, South Carolina, this 6th day of August, 1973.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

Deborah H. Garrison
Nancy Joyce Davis

FIRST PIEDMONT BANK & TRUST
COMPANY

BY: *D. Ray Earhart III* (LS)
Title: Vice President

Benjamin E. Johnson
Mortgagor
Benjamin E. Johnson
Mortgagor

FILED

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