

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MODIFICATION AGREEMENT INCREASING INTEREST RATE

This Agreement made this the 20th day of December, 1974, by and between United Federal Savings and Loan Association of Fountain Inn, South Carolina, hereinafter referred to as "Association" and Charles J. Weisner, SR. & Ann R. Weisner hereinafter referred to as "Obligor".

WITNESSETH:

WHEREAS, the Association is the owner and holder of a promissory note, dated April 27, 1974, executed by William F. & Geraldine B. Case to it in the original sum of Twenty-six Thousand Eight Hundred & No/100 (\$26,800.00) Dollars, bearing interest at the rate of eight and three-fourths -- (8.75 %) per centum per annum, and secured by a first mortgage on the premises being known as Lot 22, Anissa Acres, Greenville County, S. C. which is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1308, at Page 556; title to which property is now being transferred to the Obligor who has agreed to assume said mortgage loan and pay the balance due thereon, and

WHEREAS, the Association has agreed to said transfer of the ownership of the mortgaged property to the Obligor and his assumption of the mortgage loan provided the interest rate on the balance due on said loan is increased from eight & 3/4 percent (8.75 %) to nine (9.00 %) per centum per annum.

NOW THEREFORE, in consideration of the premises and the further sum of One (\$1.00) Dollar paid by the Association to the Obligor, receipt of which is hereby acknowledged, the undersigned parties agree as follows:

(1) that the interest rate on the loan balance of twenty-six thousand seven hundred sixty-eight & 97/100 --- (\$26,768.97) Dollars be increased to nine (9.00 %) per centum per annum;

(2) that the Obligor agrees to repay said Obligation in monthly installments of two hundred seventeen & 13/100 ----- (\$217.13) Dollars each with payments to be applied first to interest and then to the remaining principal balance due from month to month with the first monthly payment becoming due on the first day of January, 1975;

(3) that all terms and conditions as set out in the note and mortgage 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 the last payment of the Obligation;

(4) that this Agreement shall bind jointly and severally the heirs, executors administrators, successors and assigns of the Association and the Obligor respectively; and that wherever the masculine gender is used in this Agreement, it shall be extended when necessary to include the feminine or neuter gender, and likewise, the singular shall be extended when necessary to include the plural.

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

In the presence of:

Nancy J. Latta
Dale K. Clark
Deborah H. Garrison
James P. Bentley

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, S.C. (Seal)

by: Joseph D. [Signature] (Seal)

Charles J. Weisner Sr. (Seal)
Obligor

Ann R. Weisner (Seal)
Obligor

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