

STATE OF SOUTH CAROLINA )  
 ) AGREEMENT AND AMENDMENT  
COUNTY OF GREENVILLE ) TO NOTE

WHEREAS, on or about January 4, 1967 the undersigned  
✓ Cleophus Smith, Jr. and Rosa Lee S. Smith did execute and deliver  
unto the undersigned Ruby Hendricks their certain promissory  
note in writing, in the sum of Three Thousand Six Hundred and  
00/100 (\$3,600.00) Dollars to be repaid in monthly installments  
of Twenty Eight and 00/100 (\$28.00) Dollars per month, beginning  
on February 11, 1967, with payment first to interest and the  
balance to principal, interest to be at the rate of Seven (7%)  
per cent per annum, to be computed and paid monthly.

WHEREAS, the said Note was secured by a Mortgage  
recorded in the R.M.C. Office for Greenville County in Mortgage  
Book 1047, at Page 458, which Mortgage was second and junior  
in lien to that Mortgage to United Federal Savings & Loan  
Association (formerly Fountain Inn Federal Savings & Loan Assoc.)  
and Whereas the said Cleophus Smith, Jr. and Rosa Lee S. Smith  
have made no payment on said Note and Mortgage since March 9,  
1970, and Whereas the Mortgage has an unpaid balance of Five  
Thousand Five Hundred Thirty Six and 44/100 (\$5,536.44) Dollars,  
which amount includes unpaid interest accrued to date, and  
Whereas the said Ruby Hendricks, on or about the 13th day of  
March, 1975, commenced foreclosure action to foreclose the subject  
Note and Mortgage, and Whereas, it is the desire of the under-  
signed Cleophus Smith, Jr. and Rosa Lee S. Smith that the property  
not be foreclosed now, and in consideration of the forbearance  
of that foreclosure and in order that they may allow and provide  
for the payment of the subject indebtedness, It Is Hereby Agreed  
and Understood that the previous balance owed on the above referred  
to Note is the sum of Five Thousand Five Hundred Thirty Six and  
44/100 (\$5,536.44) Dollars, and that said Note shall be so

Q Q 7 T

4328 RV-2 J