

FILED
GREENVILLE CO. S. C.

Nov 29 2 14 PM '76

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1383 PAGE 999

63629

STATE OF SOUTH CAROLINA)

MODIFICATION AGREEMENT

COUNTY OF GREENVILLE)

WHEREAS, on the 15th day of November, 1973, First Federal Savings and Loan Association of Greenville, S. C. made a mortgage loan to W. N. Leslie, Inc. covering Lot 131 located on Dove Tree Road, in a subdivision known as Dove Tree, in the sum of \$43,600.00 on a basis of approximately 1 years with payments thereon at the rate of XXXXXXXXXXXX per month with interest at the rate of 9.0 % per annum; and, WHEREAS, on 3/25/74 loan was modified to 8.50% per annum for 28 years with monthly payments of \$340.64 when assumed by Ernest E. Kern and Christine H. Kern; and

WHEREAS, the principal balance due on said mortgage loan has now been increased to the sum of \$ 42,566.64; and

WHEREAS, it is now desired by the parties hereto that the terms of the loan be amended so as to cover a payment period of approximately 26 years with payments thereon at the rate of \$ 339.26 per month, with interest at the rate of 8.50% per annum, to be computed and paid monthly. NOW THEREFORE, beginning December 1, 1976.

KNOW ALL MEN BY THESE PRESENTS that in and for the mutual consideration and premises hereinabove expressed, the First Federal Savings & Loan Association of Greenville does hereby authorize the mortgagor Ernest E. Kern and Christine H. Kern to make payments on the aforesaid mortgage being recorded in the R. M. C. office for Greenville County in Mortgage Book 1295, at page 346 at the rate of \$339.26 per month, bearing interest at the rate of 8.50 % per annum, payable monthly, and that so long as said payments are made promptly on the first day of each and every calendar month this loan shall not be considered delinquent, but should the mortgagor fail to make said payments as agreed, then, in that event, the holder of this mortgage may institute foreclosure proceedings without further delay according to the terms as set out in said note and mortgage. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS MODIFICATION AGREEMENT SUPERCEDES ALL OTHER MODIFICATION AGREEMENTS WITH RESPECT TO THE SUBJECT LOAN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that no other terms of the aforesaid note and mortgage are in any way changed, altered, or amended by this agreement.

WITNESS our hands and seals this 29th day of November, 1976.

In the presence of

Constance G. McBride
John M. Dillard

First Federal Savings and Loan Association of Greenville (SEAL)

By: Peggy W. Poag
Mortgagee Assistant Secretary
Ernest E. Kern
Christine H. Kern
Mortgagor Christine H. Kern

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me John M. Dillard and made oath that he saw the within named First Federal Savings & Loan Association of Greenville, by its duly authorized officer Peggy W. Poag as Assistant Secretary and Ernest E. Kern and Christine H. Kern sign, seal and as their act and deed deliver the within written Modification Agreement, and that he with Constance G. McBride witnessed the execution thereof.

SWORN to before me this the 29th day of November, 1976.

Constance G. McBride (L.S.)
Notary Public for South Carolina

My Commission Expires: 5/22/83

RECORDED NOV 29 '76 At 2:14 P.M.

13010

4328 RV-21