



STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

1444 879
MODIFICATION
EXTENSION AGREEMENT

THIS AGREEMENT made this 19th day of September, 1978, between Carolina Federal Savings and Loan Association of Greenville, South Carolina, a corporation chartered under the laws of the United States, hereinafter called the "Association," and Stephen S. Lomax and Frances S. Lomax

hereinafter called the "Obligor."

WITNESSETH:

WHEREAS, the Association is the owner and holder of a note dated June 9, 1978, executed by the Obligor

in the original amount of \$ 32,000.00, and secured by a mortgage on the premises known and designated as Rt. 4, Pollard Rd.

said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1434 at page 780, title to which mortgaged premises is now vested in the said Obligor; and said Obligor has requested the Association to ~~extend the time~~ ^{modify the terms} for performance of the obligation,

NOW THEREFORE, in consideration of the mutual agreements hereinafter expressed:

1. The Association agrees to, and hereby does, ~~extend the time~~ ^{modify the terms} for payment of the principal indebtedness of \$ 32,000.00 now remaining unpaid, so that it shall be payable as follows: \$ 268.55 on the first day of October, 1978, and a like payment of \$ 268.55 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 9% per annum, and the remainder to principal, until paid in full, on or before 9-1-03.

2. Obligor agrees that if a default shall exist for a period of thirty (30) days in the failure to pay the principal indebtedness or 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 obligation 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 its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer, and the Obligor has hereunto set his hand and seal, or, if the Obligor be a corporation, has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer(s) on the date and year above written.

IN THE PRESENCE OF:

Karen Ann Miller
Ann T. Huckabee
As to the Association
Donald H. Rex, Jr.
Stephen S. Lomax
Frances S. Lomax
As to the Obligor

CAROLINA FEDERAL SAVINGS AND
LOAN ASSOCIATION
By Donald H. Rex, Jr. (L.S.)
Vice President
Stephen S. Lomax (L.S.)
Frances S. Lomax (L.S.)
Obligor

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PERSONALLY appeared before me Ann T. Huckabee who being first duly sworn, says that he saw Donald H. Rex, Jr., as Vice President of Carolina Federal Savings and Loan Association, a corporation chartered under the laws of the United States, sign, seal and with its corporate seal and as the act and deed of said corporation deliver the within written extension agreement, and that he with Karen Ann Miller witnessed the execution thereof.

SWORN to before me this 6th day of September, 1978.
Karen Ann Miller (L.S.)
Notary Public for South Carolina. 9-17-86

Ann T. Huckabee

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