

WAIVER OF RIGHT TO ACCELERATE
UPON TRANSFER OF PROPERTY AND
ASSUMPTION OF OBLIGATIONS BY PURCHASER

THIS AGREEMENT, made and entered into in triplicate this 6th day of November, 1978, by and between NCNB Mortgage South, the Holder, and Claire O. Lopez, Jr. & Patricia Seller, and Sonja Raines of Greenville, SC, the Purchaser:

WITNESSETH THAT:

WHEREAS, the Seller has heretofore executed and delivered for valuable considerations, a Promissory Note in the sum of Forty-Eight Thousand 00/100 Dollars (\$ 48,000.00), dated August 4, 1978, subsequently assigned to the Holder, secured by a Deed of Trust, hereinafter called a Mortgage, dated August 4, 1978, recorded in Book 1440, Page 461, Official Records of Greenville County, SC; and

Corrective Mortgage Book 1448 Page 152

WHEREAS, the Purchaser is purchasing the property described in said Mortgage from the Seller and is willing to assume the payment of the obligations represented by said Note and Mortgage; and

WHEREAS, the Holder and the Purchaser desire to modify the terms of said Note and Mortgage;

NOW, THEREFORE, in consideration of the agreement and undertaking of Purchaser assuming and agreeing to pay the Note and to perform the covenants and obligations of said Mortgage securing said Note, as said Note and Mortgage are hereinafter modified, the Holder waives and relinquishes its right under the Mortgage to declare all sums secured by the Mortgage to be immediately due and payable by reason of the sale and transfer by the Seller to the Purchaser, it being understood and agreed that this waiver and relinquishment applies only to said sale and not to any future sales or transfers.

IT IS FURTHER UNDERSTOOD AND AGREED that the Seller is not released of any liability in and under the above-described Note and Mortgage, as amended hereby, and hereby consents to and agrees to the hereinafter described modification of the terms of said Note and Mortgage.

IT IS FURTHER AGREED that in consideration of the premises:

1. The terms of said Promissory Note be, and the same hereby are, modified by the addition of the following paragraph:

"Notwithstanding any provision to the contrary contained herein, from and after the 1st day of December, 1978, the unpaid principal balance shall bear interest at the rate of Ten Percent percent (10 %) per annum. From and after said date, the principal and interest shall be payable in consecutive monthly installments of Four Hundred Twenty-One 50/100 Dollars (\$ 421.50) on the 1st day of each month, beginning December 1978, until the entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not sooner paid shall be due and payable on the First day of September, 2008."

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