- 6. That Borrower shall pay Lender a late charge of five percent (5%) of any installment not received by Lender within fifteen (15) days after the installment is due.
- 7. That Borrower may prepay the principal balance outstanding in full or in part at any time without penalty, provided that any partial prepayment shall be applied against the principal balance outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless Lender shall otherwise agree in writing.
- 8. That all terms and provisions of said Note and Mortgage shall continue in full force and effect, except as expressly modified by this Agreement.
- 9. That this Agreement shall bind the heirs, successors, and assigns of Lender and Borrower.

IN WITNESS WHEREFORE, the parties hereto have set their hands and seals this 29th day of August , 1980. IN THE PRESENCE OF: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Title: Assistant Vice President Lender DAVIDSON-VAUGHN, A SOUTH CAROLINA PARTNERSHIP IN THE PRESENCE OF: Borrower Borrower - James W. Vaughy, Individually Borrower - N. Dean Davidson, STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named First Federal Savings and Loan Association of Greenville, by its duly authorized officer(s) sign, seal and as their act and deed deliver the within written Modification Agreement, and that (s)he with the other subscribed witness witnessed the execution thereof. Jew 70-Wood SWORN to before me this 29th day of August , 1980 . Notary Public for South Carolina My commission expires:2-6-89 STATE OF SOUTH CAROLINA

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Borrower sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

PROBATE

**GREENVILLE** 

Jui W. Wood

Notary Public for South Carolina My commission expires: 2-6-89

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