

FILED
GREENVILLE CO. S.C.

1535 472

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
MORTGAGE AND NOTE MODIFICATION AGREEMENT
R.M.C.

THIS AGREEMENT made and entered into this 25th day of February, 1981, by and between THE SOUTH CAROLINA NATIONAL BANK, a national banking association (hereinafter called "Lender") and Barbara J. Elliman (hereinafter called "Borrower").

WITNESSETH:

WHEREAS, Lender is the owner and holder of a Note of Borrower to Lender dated August 29, 1980, in the original principal amount of ~~Forty Thousand and no/100~~ (\$ **40,000.00**) Dollars (hereinafter referred to as "Primary Note") which said Note is secured by a Mortgage of even date and like amount and recorded August 29, 1980, in Book 1513, at Page 661, in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina; and

LENDER

WHEREAS, Borrower, as of the date of this Agreement, is the owner of the real property as more fully described and set forth in said Mortgage; and

BORROWER

WHEREAS, said Primary Note and Mortgage were previously modified by Agreement(s) dated _____; and

WHEREAS, the maturity date of said Primary Note and Mortgage has expired and Borrower is now in default of payment of such loan; and

WHEREAS, the parties hereby have agreed to a Modification of said Primary Note and Mortgage, as more fully hereinafter set forth, which said Modification is in the mutual interest of the parties hereto.

NOW, THEREFORE, in consideration of the premises and covenants herein and the sum of One (\$1.00) Dollar paid to each party by the other party hereto, the receipt of which is hereby acknowledged, it is mutually covenanted and agreed that said Primary Note and Mortgage are hereby amended as follows, to-wit:

1. If all or any part of the property or an interest therein is sold or transferred or any leasehold interest is granted by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if prior to such sale or transfer Lender and the purchaser or transferee of the property reach an agreement in writing that the credit of such purchaser is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request. Lender also shall have waived such option to accelerate if prior to such grant of leasehold interest the terms of the written lease agreement are approved by Lender and simultaneously with such grant Lender is furnished the original lease containing Lessee's acknowledgement that Lessor's interest therein has been collaterally assigned to Lender pursuant to the terms of this Mortgage.
2. Effective February 25, 1981, interest on the outstanding principal balance shall accrue and be paid at the rate of (18%) percent. (eighteen & 7/2%)
3. Borrower has the right to make prepayments of principal and interest in whole or in part at any time without penalty or fee.

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