

FILED
 GREENVILLE CO. S. C.
 OCT 19 27 AM '81
 DONNIE S. TANKERSLEY
 R.M.C. MODIFICATION AGREEMENT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

LEATHERWOOD, WALKER, TODD & MANN

WHEREAS, MARK C. ASHER and MARJORIE C. ASHER (hereinafter referred to as the "Mortgagees") are the owners and holders of a certain Note dated June 10, 1977 given by LAURA E. WALKER in the original principal amount of \$62,500.00 and a Mortgage of Real Estate securing said Note, which Mortgage is dated June 10, 1977, recorded the same date in Mortgage Book 1400, Page 686, Greenville County R.M.C. Office; and

WHEREAS, the property described in said Mortgage was subsequently sold and conveyed by the said LAURA E. WALKER to JOHN M. MANTHEI and CHERYL MANTHEI (hereinafter referred to as the "Mortgagors") who assumed and agreed to pay the remaining balance on said Note according to its terms; and

WHEREAS, the Mortgagees and the Mortgagors have modified the terms of the Note and Mortgage to increase the interest rate thereon from eight (8%) percent to ten (10%) percent per annum, effective July 7, 1981 at which time the outstanding principal balance on the Note was \$57,804.18; and

WHEREAS, the parties have further agreed to modify the terms of the Note and Mortgage by moving forward the final maturity date from December 25, 1999 to December 25, 1986, and to provide that the Note may be prepaid without penalty;

NOW, THEREFORE, in consideration of the premises and other valueable considerations acknowledged by and acceptable to the parties, the parties do hereby modify and amend the terms of payment in the aforesaid Note and Mortgage to read as follows:

The remaining principal balance of \$57,748.64 shall be due and payable, together with interest thereon at the rate of ten (10%) percent per annum in equal monthly installments in the sum of \$500.00 each, commencing on the 25th day of October, 1981 and continuing on the 25th day of each month thereafter until December 25, 1986 at which time the entire remaining principal balance then outstanding, together with all accrued interest thereon, shall be due and payable in full; all of said monthly installments of \$500.00 each shall be applied first to interest at the rate of ten (10%) percent per annum, then to principal.

GCTO ----- NO 2 81 005

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