800x1586 PAGE 252 DONNIES STATE OF SOUTH CAROLINA MODIFICATION AGREEMENT COUNTY OF GREENVILLE REFERENCE: MORTGAGE BOOK 1559 PAGE 913.

THIS AGREEMENT, made and entered into this 15th day of Klohen 1982, by and between John E. Trexler and Maxine M. Trexler party of the first part (hereinafter referred to as "Mortgagor" or "Borrower"), and Wachevia Bank and Trust Company, N. A., party of the second part (hereinafter referred to as "Mortgagee" or "Lender"), which designation shall include the respective successors and assigns and the successors in interest of the several parties.

## WITNESSETH:

WHEREAS, the borrower has made and issued to Wachovia Mortgage Company ("W.M.C.") as assigned to Wachovia Bank and Trust Company, N.A., its one certain Variable Interest Rate Note dated December 17 evidencing an original indebtedness of \$ 35,000.00 and to secure the same the borrower has executed a Mortgage to Wachovia Mortgage Company of even date conveying certain real estate therein described, which Mortgage is recorded in book 1559, page 913, \_\_\_\_ Greenville County, South Carolina, Register of Mesne Conveyances Office, reference to both of which is hereby made for a more complete description of the property therein described and for details of their terms and provisions.

AND, WHEREAS, the said Variable Interest Rate Note provides as follows:

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay WACHOVIA MORTGAGE COMPANY, or order, the principal sum of Thirty-Five Thousand and No/100-----Dollars, with interest (computed on the basis of a three hundred and sixty (360) day year composed of twelve (12) months of thirty (30) days each) on the unpaid principal balance from the date of this Note and on accrued interest which remains unpaid for a term exceeding one (1) calendar month, at the initial rate of Fifteen and one-percent (15.50 %) per annum, which rate shall be changed during the term of this Note as provided for hereinafter. Principal and interest shall be payable at the offices of Wachovia Mortgage Company, Winston-Salem, N.C., or such other place as the noteholder may designate, in 360 consecutive monthly installments payable on the first day of each month. The first sixty (60) monthly installments shall be in the Four Hundred Fifty-Six and 59/100----- Dollars amount of February 1 (US \$456.59-----)beginning continuing thereafter until the first sixty (60) monthly installments have become due and payable (hereinafter collectively referred to as "Initial Monthly Installments"). In the event the rate of interest shall have been changed prior to the due date of the sixty-first (61st) monthly installment or at any time thereafter during the term of this Note, the monthly installments will be changed at such times and in such amounts as provided for hereinafter.