

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

THIS AGREEMENT, made and concluded in triplicate this day of December, 19 82, by and among Metropolitan Life Insurance Company ("Holder"), and Richard A. and Linda A. Richard ("Seller"), and J. B. Murad and Araxi (Daoud) Murad ("Purchaser").

WITNESSETH THAT:

WHEREAS, Seller heretofore executed and delivered a note ("Note") and Deed of Trust/Mortgage ("Mortgage") dated November 21, 1979 and recorded in Book 1409 1490, Page 20 879, Official Records of Greenville County, South Carolina, said Note and Mortgage subsequently assigned to Holder: and,

WHEREAS, Seller desires to sell and transfer and Purchaser desires to purchase that property described in the Mortgage, and Purchaser further desires to assume those obligations represented by the Note and Mortgage: and,

WHEREAS, Holder is willing upon its execution of this document to permit said transfer and to waive, as to this transfer only and not as to future transfers, its right to accelerate the indebtedness evidenced by agreements and modifications, by executing this document;

Now, THEREFORE, in consideration of the premises and the covenants and undertaking contained herein, the parties hereto agree:

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

"Notwithstanding any provision to the contrary contained herein, the unpaid principal balance, from and after the 1st day of January, 19 83, shall bear interest at the rate of twelve and one quarter percent (12.250%) per annum. From and after said date, the principal and interest shall be payable in consecutive monthly installments of Eighty hundred thirty nine dollars and 13/100 Dollars (\$839.13) on the 1st day of each month, said payments beginning February, 19 83, and continuing until the indebtedness evidenced hereby is fully paid except that a final payment of the entire indebtedness, if not sooner paid, shall be due and payable on the 1st day of December, 2009."

2. That Purchaser assumes and agrees to pay the Note as herein modified, and assures and agrees to perform all obligations of the Note and Mortgage as herein modified.

3. That Seller consents to and agrees with Purchaser's assumption of the Note and Mortgage as herein modified; that Seller is released of any liability in and under the Note and Mortgage as hereby modified.

4. That all terms, and conditions of the Note and Mortgage, including modifications thereof, if any, shall remain in full force and effect without change, except as otherwise provided herein.

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