

STATE OF SOUTH CAROLINA)

COUNTY OF Greenville)

LOAN MODIFICATION AND EXTENSION AGREEMENT
(CONSTRUCTION LOAN NO. 10756710)

Outstanding balance at time of extension \$10,900.00

THIS AGREEMENT made the 1st day of October, 1983, between Security Federal Savings and Loan Association of South Carolina, hereinafter referred to as "Party of the First Part," and Indu J. Vakharia and Neela Vakharia, hereinafter referred to as "Party of the Second Part"; and

WHEREAS, the Party of the First Part is the owner and holder of a certain note and mortgage heretofore executed by Party of the Second Part to it dated September 12, 1980, said mortgage being recorded in the office of the Register of Mesne Conveyance for Greenville County, South Carolina, in Mortgage Book 1515 at page 601, securing the payment of a note in the amount of Twenty thousand and no/100 dollars (\$20,000.00) Dollars, with interest thereon at the rate of Fourteen (14%) percent per annum, which note and mortgage are hereby incorporated as a part of this instrument; and

WHEREAS, the undersigned Party of the Second Part has requested a modification of the terms of said note and mortgage whereby the time for payment of said indebtedness as set out in said note shall be extended for a period of Six (6) months; and

~~WHEREAS, the Party of the First Part has agreed to said extension on the condition that the interest rate provided in said note secured by said mortgage shall be increased from ~~XXXXXXXXXXXXXXXXXXXX~~ (14%) percent per annum to ~~XXXXXXXXXXXXXXXXXXXX~~ percent per annum, effective as of ~~XXXXXXXXXXXXXXXXXXXX~~, 1983, and~~

WHEREAS, the Party of the Second Part has agreed to said increase in the interest rate.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto and their heirs, executors, administrators, successors and assigns, mutually agree as follows:

1. That the time for payment of the indebtedness as set out in the above referred to note, and the mortgage given to secure the same, which are incorporated herein by reference thereto, shall be extended for a period of Six months. This extension to mature on April 1, 1984.
2. That the interest rate provided for in said note shall remain at Fourteen and one-half (14.50%) percent per annum to () percent per annum, effective as of 1983; that the time for payment of interest, as provided for in said note, shall remain the same.
3. That except as modified and extended hereby, all other provisions of the mortgage, and the note secured thereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

Signed, Sealed and Delivered
In the Presence of:

Janet E. Fleming
Elaine L. Bellew

formerly Caroline Feb. 5. 1. 1981
SECURITY FEDERAL SAVINGS AND LOAN
ASSOCIATION OF SOUTH CAROLINA (SEAL)

BY: R. Dennis Bennett
Its Senior Vice President

BY: _____
Its
Party of the First Part

✓ Indu J. Vakharia (SEAL)
Party of the Second Part Indu J. Vakharia

✓ Neela Vakharia (SEAL)
Party of the Second Part Neela Vakharia

STATE OF SOUTH CAROLINA)

COUNTY OF Greenville)

Janet E. Fleming

PERSONALLY appeared before me _____ who, being duly sworn, says that he saw the above named SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA, by the hands of R. Dennis Bennett, its Senior Vice President, and _____ and Neela Vakharia, sign, seal and as their respective act and deed, deliver the foregoing instrument for the uses and purposes therein motioned, and that he, with Elaine L. Bellew witnessed the execution thereof.

SWORN to before me this

1st day of October, 1983

Janet E. Fleming (L.S.)
Notary Public for South Carolina

My Commission Expires: 5-8-90

ML 1001 5/82

RECORDED MAR 22 1984 at 3:10 P/M

29219

2 MR22 84 1479

4.0001

350

4328-172