

3. In the event Reynolds is required to exercise her legal rights in order to collect the funds due under the original note and mortgage and this modification thereof, the additional \$15.00 per month, accrued but not paid, shall be added to the principal balance of the indebtedness due. However, Foxx reserves the right to prepay the total indebtedness, and should Foxx so elect to prepay, then any unaccrued \$15.00 per month increase in the original monthly installments shall be waived by Reynolds.

4. That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified by this Agreement.

5. That this Agreement shall bind jointly and severally the successors and assigns of Reynolds and Foxx, their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 21 day of June, 1984.

In the Presence of:

[Signature]  
Diana Hannon

Martha B. Reynolds  
 Martha B. Reynolds

[Signature]  
Diana Hannon

Q. R. FOXX PROPERTIES, A SOUTH CAROLINA  
 GENERAL PARTNERSHIP

By: Mari L. Stelp  
J. Michael Stelp

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Martha B. Reynolds and Q. R. Foxx Properties, A South Carolina General Partnership, by its duly authorized officer, sign, seal and as their act and deed deliver the within written Modification and Subordination Agreement and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this  
21 day of June, 1984.

Diana Hannon (SEAL)  
 Notary Public for South Carolina.  
 My Commission Expires: 5/1/86

[Signature]

RECORDED June 21, 1984 at 2:26 P/M

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