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STATE OF SOUTH CAROLINA () MEMORANDUM OF MODIFICATION AND ASSUMPTION AGREEMENT R.E.M. Bk 1545 Pg 473

THIS MEMORANDUM OF MODIFICATION AND ASSUMPTION AGREEMENT is made and entered into this 23 day of August, 1984, by and between First Federal Savings and Loan Association of South Carolina (Lender) and Barry R. Batson and E. Dean Mullinax (Borrowers).

WITNESSETH:

WHEREAS, on or about June 23, 1981, Piedmont Federal Savings and Loan Association of South Carolina by merger, made a mortgage loan of Three Hundred Fifteen Thousand and no/100 (\$315,000.00) Dollars to McLees, Inc., which loan was evidenced by the promissory note (the Note) of McLees, Inc. and secured by a first mortgage lien (the Mortgage) granted by McLees, Inc. recorded in the R.H.C. Office for Greenville County, South Carolina, in Mortgage Book 1545 at Page 473, covering certain real property and improvements thereon located on Balcombe Boulevard, Greenville County, (the Property), being more particularly described in said mortgage; and

whereas, the Property has now been sold at foreclosure, to Virginia H. Gibson who, in turn, has conveyed the Property to Borrowers by deed recorded in the R.H.C. Office for Greenville County in Deed Book 219 at Page 247, with said conveyance being subject to the Mortgage; and

WHEREAS, Lender and Borrowers have executed a Modification and Assumption Agreement pertaining thereto and desire to place on public record such portions thereof as are set forth hereinafter.

NOW, THEREFORE, in consideration of the Modification and Assumption Agreement entered into between the parties, Lender and Borrowers agree as follows:

- 1. The principal amount of the Note and Mortgage is hereby modified to the sum of Three Hundred Twenty Thousand and no/100 (\$320,000.00) dollars, which sum shall henceforth be repaid with interest at the rate set forth in the Modification and Assumption Agreement, in monthly installments of principal and interest as set forth in the Modification and Assumption Agreement, commencing September 1, 1984, and continuing on on the first (1st) day of each month thereafter for a remaining term of twenty-five (25) years, with final payment, if not sooner paid, to be due August 1, 2009.
 - 2. All other terms and conditions set forth in the Note and Mortgage shall

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