

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE ) AGREEMENT TO MODIFY TERMS  
 ) OF A MORTGAGE

This agreement made this 8<sup>th</sup> day of November, 1984, by Paula N. Mathis, mortgagor, and John Cothran, assignee of a mortgage to Cothran and Darby Builders, Inc. (mortgagee).

Whereas the mortgagor and mortgagee entered into a mortgage agreement which was dated July 20, 1983 and recorded on July 25, 1983 in Mortgage Book 1617 at Page 558 in the R.M.C. Office of Greenville County, South Carolina, the face amount of which was \$21,500, bearing interest at the rate of 11.5 per cent, which became due on July 20, 1984; and whereas this mortgage was assigned to John Cothran on September 28, 1983 in Mortgage Book 1627 at page 796;

And Whereas the real estate so mortgaged is described as:

Unit 30-D, of Sugar Creek Villas Horizontal Property Regime, as shown on that certain master deed recorded in the R.M.C. Office in Deed Book 1133 at Pages 365 through 436, and as later amended;

Now in consideration of their mutual promises, the parties agree:

(1) That all of the terms of the above-referenced mortgage will remain in full force and effect, except the maturity and time of payment;

(2) That the mortgagor, Paula N. Mathis, shall pay, beginning on December 10, 1984, the sum of \$251.34 each month, which shall be first applied to accrued interest at the rate of 11.5 per cent, and the balance to principal. This monthly amount has been computed by the parties so that the principal amount now due on the mortgage, that being \$21,500.00, shall be amortized over 180 equal monthly payments (15 years). The parties have also agreed that these payments shall be due on the Tenth of each month failing which, the mortgagor shall pay a penalty amount of \$5.00 \* . The said mortgage shall, by this agreement to amend be due in full for any and all sums not paid, on November 10, 1989.

(3) The assignee, John Cothran, shall have the option of calling this mortgage at any time prior to the maturity date above, if Paula N. Mathis shall qualify for a loan at the rate of 11.5 per cent, at a fixed rate, over a period of not less than 15 years, from a lending source which regularly and routinely makes mortgage loans in the area of Greenville, SC. The mortgagor, Paula N. Mathis agrees to make a good faith effort to obtain such a loan in her name at any time the assignee so requests. If Paula N. Mathis shall fail to make a bona fide and good faith effort to apply for and receive a mortgage loan at 11.5 percent upon the reasonable suggestion of the assignee, then such failure shall constitute a default in the terms of the mortgage.

(4) All proceeds from such a mortgage loan (as outlined in paragraph 3 above) shall be used to discharge the mortgage which is owned by the assignee, John Cothran.

\*If not paid by the 25th of each month

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