

SEP 8 2 38 PM '70

BOOK 1165 PAGE 601

OLLIE FARNSWORTH

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

R. M. C.

LOAN MODIFICATION AND  
ASSUMPTION AGREEMENT

This agreement made this 5th day of September, 1970, between  
Carolina Federal Savings and Loan Association of Greenville, South Carolina, a corporation chartered under  
the laws of the United States, hereinafter called the "Association", and Roy W. Chatman and  
Mary M. Chatman

hereinafter called the "Purchaser."

WITNESSETH:

Whereas, the Association is the owner and holder of a promissory note dated September 26, 1968,  
executed by J. Harold Scott and Cleta Wilburn Scott  
in the original amount of \$ 14,000.00 and secured by a mortgage on the premises known and designa-  
ted as Lot Amherst Avenue  
said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book  
1104 at page 367; and

Whereas, the present owner of the aforesaid property desires to convey the same to the Purchaser who  
desires to assume the mortgage indebtedness and has requested the written consent of the Association to said  
transfer, pursuant to ~~Paragraph 9 of~~ the aforesaid mortgage, which consent the Association has agreed to grant,  
provided the terms of the indebtedness are modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter expressed it  
is understood and agreed as follows:

1. The principal indebtedness now remaining unpaid on said loan is \$ 13,337.26, the interest  
rate from the date hereof shall be 7 3/4 % per annum, and the said unpaid principal and interest shall be  
payable in monthly installments of \$ 114.45 each on the first day of each month hereafter until the  
principal and interest are fully paid; the balance of said principal and interest, if not sooner paid, shall be due  
and payable on the first day of October, 1988.

2. All terms and conditions of the said promissory note and the said mortgage which it secures (which are  
incorporated herein by reference) shall continue in full force except as expressly modified by this agreement.

3. The Purchaser assumes and agrees to pay the indebtedness in accordance with the terms of said note  
and said mortgage as the same are modified by this agreement, and the Association hereby consents to the trans-  
fer of said property to the Purchaser and to said assumption.

4. This agreement shall bind the heirs, the executors, the administrators, the successors, and the assigns of  
the Association and of the Purchaser, respectively.

IN WITNESS WHEREOF, the Association has caused its corporate seal to be hereunto affixed and these  
presents to be subscribed by its duly authorized officer, and the Purchaser has hereunto set his/her/their hand  
and seal, or, if the Purchaser be a corporation, has caused its corporate seal to be hereunto affixed and these  
presents to be subscribed by its duly authorized officer(s) on the date and year above written.

In the Presence of:

CAROLINA FEDERAL SAVINGS AND  
LOAN ASSOCIATION

Ann T. Hatcher

By L. E. Henderson (L.S.)

Carol W. Deane

Executive Vice President

As to the Association

Myra L. Miller

Roy W. Chatman (L.S.)

W. B. L. J.

Mary M. Chatman (L.S.)

As to the Purchaser

Purchaser

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