

FILED
GREENVILLE CO. S. C.

DRL 3579

Dec 18 2 36 PM '70

BOOK 1176 PAGE 163

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R. M. C. LOAN MODIFICATION AND
ASSUMPTION AGREEMENT

This agreement made this 17th day of December, 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
Lindsey Builders, Inc.

hereinafter called the "Purchaser."

WITNESSETH:

Whereas, the Association is the owner and holder of a promissory note dated March 11, 1968
executed by Eugene Rackley
in the original amount of \$ 11,400.00 and secured by a mortgage on the premises known and designa-
ted as Lot 38, Darnell Dr., Imperial Hills, Greenville, S. C.,
said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book
1086 at page 226; 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~~ 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 \$ 10,924.28, 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 \$ 87.74 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 April, 1993.
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

Dan B. Wolf

By O.P. Crable (L.S.)

Dennis S. Huchabee
As to the Association

President

Dennis B. Veltman

LINDSEY BUILDERS, INC., (L.S.)

Glenn Allen
As to the Purchaser

By James H. Lindsey (L.S.)
President Purchaser

(CONTINUED ON NEXT PAGE)