

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

Loan Account No. \_\_\_\_\_

WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the ASSOCIATION, is the owner and holder of a promissory note dated December 13, 1963, executed by R. Jack Foster in the original sum of \$25,000.00 bearing interest at the rate of 5 1/2% and secured by a first mortgage on the premises being known as Lot 143A, Addition to Sector III of Botany Woods, Brittany Drive

which is recorded in the RMC office for Greenville County in Mortgage Book 943, page 329, title to which property is now being transferred to the undersigned OBLIGOR(S), who has (have) agreed to assume said mortgage loan and to pay the balance due thereon; and

WHEREAS the ASSOCIATION has agreed to said transfer of ownership of the mortgaged premises to the OBLIGOR and his assumption of the mortgage loan, provided the interest rate on the balance due is increased from 5 1/2% to a present rate of 6 1/2%, and can be calculated as hereinafter stated.

NOW, THEREFORE, this agreement made and entered into this December 14, 1970, by and between the ASSOCIATION, as mortgagee, and Donald D. Leonard and Carol C. Leonard as assuming OBLIGOR,

WITNESSETH:

In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is hereby acknowledged, the undersigned parties agree as follows:

(1) That the loan balance at the time of this assumption is \$21,030.06; that the ASSOCIATION is presently increasing the interest rate on the balance to 6 1/2%. That the OBLIGOR agrees to repay said obligation in monthly installments of \$165.18 each with payments to be applied first to interest and then to remaining principal balance due from month to month with the first monthly payment being due January 1, 1971.

(2) THE UNDERSIGNED PARTIES AGREE TO ASSUME SAID MORTGAGE LOAN AND TO PAY THE BALANCE DUE THEREON; AND WHEREAS THE ASSOCIATION HAS AGREED TO SAID TRANSFER OF OWNERSHIP OF THE MORTGAGED PREMISES TO THE OBLIGOR AND HIS ASSUMPTION OF THE MORTGAGE LOAN, PROVIDED THE INTEREST RATE ON THE BALANCE DUE IS INCREASED FROM 5 1/2% TO A PRESENT RATE OF 6 1/2%, AND CAN BE CALCULATED AS HEREINAFTER STATED.

(3) Should any installment payment become due for a period in excess of (15) fifteen days, the ASSOCIATION may collect a "LATE CHARGE" not to exceed an amount equal to five per centum (5%) of any such past due installment payment.

(4) Privilege is reserved by the obligor to make additional payments on the principal balance assumed, provided the such payments are made in full and are not applied to the principal balance assumed.

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

(6) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 14th day of December, 1970.

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
Rebecca M. Senn

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION  
By: James J. Anderson (SEAL)  
Assistant Loan Officer  
Donald D. Leonard (SEAL)  
Carol C. Leonard (SEAL)  
Assuming OBLIGOR(S)

CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S)

In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby.

In the presence of:

\_\_\_\_\_  
Rebecca M. Senn

\_\_\_\_\_  
\_\_\_\_\_  
James J. Anderson (SEAL)  
same as  
James J. Anderson (SEAL)  
Transferring OBLIGOR(S)

STATE OF SOUTH CAROLINA ) COUNTY OF GREENVILLE )

PROBATE

Personally appeared before me the undersigned who made oath that (s)he saw Donald D. Leonard & Carol C. Leonard

sign, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this 14th day of December, 1970.

\_\_\_\_\_  
Notary Public for South Carolina My commission expires: 8-21-78

Agreement Recorded Dec. 28, 1970 at 2:50 P. M., #14900.

Rebecca M. Senn