## FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

## MODIFICATION & ASSUMPTION AGREEMENT

WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, hereinates referred to as the ASSOCIATION, is the owner and holder of a promissory note datedSCREENBER 17, 1962 _ executed by _Ann B. Hulds' _ in the original sum of \$.28,000,000 _ hearing interest at the rate of \$5.3/4 _ % and secured by a first mortgage on the promises being known as
interest at the rate of \$2.74  % and secured by a first mortgage on the promises being known as Lot 4 Oscool Brive, Greenbrier  , page 309  title to which is recorded in the RMC office for Greenville County in Mortgage Book  901  , page 309  title to which property is now being transferred to the undersigned OBLKOR(S), who has (have) agreed to assume add martgage loan and to pay the balance due thereon; and to the undersigned OBLKOR(S), who has (have) agreed to assume add martgage loan and to pay the balance due thereon; and assumption of the mortgage loan, provided the interest rate on the balance due is increased from 5.24  Ok to a present rate of 6.3/4  %. To, and can be secalated as hereinafter stated.  NOW, THEREFORE, this agreement made and entered into this 30  day of July  19. 11, by and between the ASSOCIATION as mortgage, and  Gertrude R. Holmes and Harriette B. Holmes  sassuming OBLIGOR.  In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is hereby ecknowledged, the undersigned parties agree as follows: (1) That the loan balance at the time of this assumption is \$24.126.11 ; that the ASSOCIATION is presently increasing the interest rate on the balance to 6.3/4  %. That the OBLIGOR agrees to repay said obligation in monthly installments of \$1.00 paid by the ASSOCIATION being a second to the ASSOCIATION being due  AUSUSE  1. 19. 71. (2) THE UNDERSIGNED agree(s) that the aforesaid rate of interest on this obligation may from time to time in the discretion of the ASSOCIATION being due  AUSUSE  1. 19. 71. (2) THE UNDERSIGNED agree(s) that the aforesaid rate of interest contains principal balance due from month vibit the first mentby payment being due  AUSUSE  1. 19. 71. (2) THE UNDERSIGNED agree(s) that the aforesaid rate of interest contains on the time in the discretion of the ASSOCIATION being due  The ASSOCIATION being due  The ASSOCIATION being due  The ASSOCIATION and the maximum rate of microst exceed by the then applicable South C
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exceed twenty per centum (20%) of the original principal balance assumed. Further privilege is reserved to pay in excess of twenty per centum (20%) of the original principal balance assumed upon payment to the ASSOCIATION of a premium equal to six (6) months interest on such excess amount computed at the then prevailing rate of interest according to the terms of this agreement between the undersigned parties. Provided, however, the entire balance may be paid in full without any additional premium during any thirty (30) day notice period after the ASSOCIATION has given written notice that the interest rate is to be escalated.  (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 30 day of July 10.71.  In the presence of:  (SEAL)  (SEAL)  Gertrude R. Holmes  (SEAL)
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IN WITNESS WHEREOF the parties hereto have set their hands and seals this 30 day of July 19 71  In the presence of:  FIDELITY FERENCE SAVINGS & LOAN ASSOCIATION (SEAL)  FOR THOMAS (SEAL)  Gertrude R. Holmes (SEAL)
In the presence of:    Starah A Garison   FIDELITY FERENCE VINES & LOAN ASSOCIATION     BY:   F. O. PROMISSON, JH. (SEAL)     Court Fall   Fall   Gertrude R. Holmes (SEAL)     Avriette B. Holmes (SEAL)
FIDELITY FERRAL AVINGS LOAN ASSOCIATION  BY:  TOUR POLITY FERRAL AVINGS LOAN ASSOCIATION  (SEAL)  Gertrude R. Holmes  (SEAL)  Harritte B. Holmes
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Harriette B. Holmes (SEAL)  Assuming OBLIGOR(S)
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 OBEI-
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In the presence of:
Belongin IV discresion and b. Luko
Ann B. Hudson (SEAL)
(SEAL)
(SEAL)
Transferring OBLIGOR(S)
TATE OF SOUTH CAROLINA)
OUNTY OF GREENVILLE)
Personally appeared before me the undersigned who made outh that (s) he saw the above parties
gn, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof.
WORN to before me this
30 day of Jinly 19 71
Helieray I Garison 100 ATV / 1000 M / MILLIA
otary Public for South Carolina
v commission expires: Report of the report o
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Modification Agreement Recorded July 30, 1971 at 3:40 P.H. #3178