...LOAN ASSOCIATION

...AGREEMENT

...Greenville, hereinafter referred to as the ASSO-

...transferred by William C. [illegible]

...of $21,550.00 bearing

...known as Lot 29, Great Glen

...which is recorded in the RMC office for

...said be which property is now being transferred

...and to pay the balance due thereon; and

...the undersigned prior to the OBLIGOR and his

...% to a present

...28th day of January 19 72 by and between

...the ASSOCIATION, and H. Marvin Beasley and Grace B. Beasley

...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 $ 21,451.50 ; that the ASSOCIATION is presently increasing the interest rate on the balance to 7-3/4 %. That the OBLIGOR agrees to repay said obligation in monthly installments of $ 154.03 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 February 1 19 72

(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 be increased to the maximum rate per annum permitted to be charged by the then applicable South Carolina law. Provided, however, that in no event shall the maximum rate of interest exceed seven and 3/4 (7-3/4%) per annum on the balance due. The ASSOCIATION shall send written notice of any increase in interest rates to the last known address of the OBLIGOR(S) and such increase shall become effective thirty (30) days after written notice is mailed. It is further agreed that the monthly installment payments may be adjusted in proportion to increments in interest rates to allow the obligation to be retired in full in substantially the same time as would have occurred prior to any escalation in interest rate.

(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) [illegible] KMB 1/28/72

(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 28th day of January, 19 72

In the presence of:

Elaine G. Baaye

Lyneve L Wilson

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION

BY: [illegible] (SEAL)

[illegible] (SEAL)

Grace L Beasley (SEAL)

H Marvin B Beasley (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:

William C Lynn (SEAL)

Dorothy N. Lynn (SEAL)

(SEAL)

(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 all the above named parties 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 28th day of January 19 72

[illegible] (SEAL)

Notary Public for [illegible]

My commission expires: [illegible]

Elaine G. Baaye

Modification & Assumption Agreement Recorded February 3, 1972 at 10:31 A. M., #20965