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BOOK 1259 PAGE 135

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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 maker and holder of a promissory note dated June 1, 1967, executed by Robert M. Bell in the original sum of \$ 18,500.00 bearing interest at the rate of 6% and secured by a first mortgage on the premises being known as 26 Nottingham Road, which is recorded in the RMC office for Greenville County in Mortgage Book 1959, page 221, title to which property is now being transferred to the undersigned OBLIGOR(s) who are hereby agreed to assume said mortgage loan and to pay the balance due thereon; and

with the intent that the ASSOCIATION may extend to said transferee of ownership of the mortgaged premises to the OBLIGOR and his assumption of the said mortgage loan, the interest rate on the balance due is increased from 6% to a present rate of 7%, and can be increased as hereinafter stated.

NOW, WHEREFORE, the ASSOCIATION and entered into this 29th day of November, 1972, by and between the ASSOCIATION, as mortgagee, and Robert M. Bell, as assuming OBLIGOR.

WITNESSETH:

In consideration of the premises and the full sum of \$18,500.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is hereby acknowledged, the ASSOCIATION hereby agrees as follows:

(1) That the loan balance at the date of this assumption is \$ 14,612.01 that the ASSOCIATION is presently increasing the interest rate on the balance to 7%. That the OBLIGOR agrees to repay said obligation in monthly installments of \$ 180.62, said 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 December 1, 1972.

(2) THE OBLIGOR agrees that the annual rate of interest on the obligation may from time to time in the discretion of the ASSOCIATION be increased by the maximum rate for similar purposes to be charged by the then applicable South Carolina law. Provided, however, that if at any time the maximum rate of interest exceed 7 (seven) % per annum on the balance due, the ASSOCIATION shall have 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 shorter period of time than is provided hereunder prior to any variation in interest rate.

(3) Should any installment payments become due for a period in excess of (15) fifteen days, the ASSOCIATION may collect a late charge of \$10.00 and in addition may collect a penalty of \$5.00 for each day in excess of (5) five days.

(4) Payment made by the OBLIGOR in full or in part shall constitute a payment on the principal balance assumed providing that such payments exceed twenty (20) percent of the original principal balance assumed. Further privilege is reserved to pay in excess of twenty percent interest of any amount assumed at the then prevailing rate of interest according to the terms of this agreement between the undersigned parties. Payment 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 and this loan and coverally the successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, executors and assigns.

IN WITNESS WHEREOF, the parties herein have set their hands and seals this 29th day of November, 1972.

[Signature of Robert M. Bell]

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION BY: [Signature] (SEAL) [Signature] (SEAL) [Signature] (SEAL) [Signature] (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 the fact that the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLIGOR(S) do hereby consent to the terms of said Modification and Assumption Agreement and agree to be bound thereby.

In the presence of: [Signatures] (SEAL) [Signatures] (SEAL) [Signatures] (SEAL) [Signatures] (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 Assumption(s) and that (s)he with the other subscribing witness witnessed the execution thereof. SWORN to before me this 29th day of November, 1972. [Signature] (SEAL) Kathryn R. Dickerson Notary Public for South Carolina My commission expires: 11/2/81