

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

NOTE AND MORTGAGE
MODIFICATION AND ASSUMPTION AGREEMENT

WHEREAS, Boyce F. Blackwell of Florence County, South Carolina, hereinafter referred to as the Mortgagee, is the owner and holder of a promissory note dated March 22, 1972, executed by Claude McKinney, Jr., in the original sum of \$9,000.00 bearing interest at the rate of 8% and secured by a first mortgage on the premises being known as parts of Lots 55 and 57 of Earle Subdivision, Property of Looper & Yown, Greenville County, South Carolina, which is recorded in the R. M. C. Office for Greenville County in Mortgage Book 1226, page 503, title to which property is now being transferred to the undersigned OBLIGORS, who have agreed to assume said mortgage loan and to pay the balance due thereon; and

WHEREAS, the Mortgagee has agreed to said transfer of ownership of the mortgaged premises to the OBLIGORS and their assumption of the mortgage loan;

NOW, THEREFORE, this agreement made and entered into this 15th day of December, 1972, by and between Boyce F. Blackwell, as mortgagee, and Margaret D. Page and Herbert Dan Page, as assuming OBLIGORS,

WITNESSETH:

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

- (1) That the loan balance at the time of this assumption is \$7,781.23. That the OBLIGORS agree to repay said obligation in monthly installments of \$117.17 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 22, 1973.
- (2) That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified expressly in this Agreement.
- (3) That this Agreement shall bind jointly and severally the heirs, successors and assigns of the Mortgagee and OBLIGORS, their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 15th day of December, 1972.

IN THE PRESENCE OF:

Nellie L. Clayton
Hugh Porter
As to Boyce F. Blackwell

Boyce F. Blackwell (SEAL)
Boyce F. Blackwell, Mortgagee

R. Kinard Johnson, Jr.
Kathy Hughes
As to Margaret D. Page and Herbert Dan Page

Margaret D. Page (SEAL)
Margaret D. Page, Assuming Obligor
Herbert Dan Page (SEAL)
Herbert Dan Page, Assuming Obligor

CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR

In consideration of Boyce F. Blackwell's consent to the assumption outlined above, and in further consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, I, the undersigned, as transferring Obligor do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby.

IN THE PRESENCE OF:

Kathy C. Hughes
R. Kinard Johnson, Jr.

Claude McKinney, Jr. (SEAL)
Claude McKinney, Jr., Transferring Obligor