

FILED  
GREENVILLE, CO. S. C.

BOOK 1302 PAGE 365

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FEB 21 4 01 PM '74  
DONNIE S. TANNERSLE  
R.M.C.  
LOAN MODIFICATION AND  
ASSUMPTION AGREEMENT

This agreement made this 30th day of January, 1974 between  
Carolina Federal Savings and Loan Association of Greenville, South Carolina, a corporation chartered under  
the laws of the United States, hereinafter called the "Association", and B.F.S. Rentals - Partnership,  
K. Brodie Brigman and Curtis R. Smith  
hereinafter called the "Purchaser."

WITNESSETH:

Whereas, the Association is the owner and holder of a promissory note dated June 6, 1972  
executed by Greenville Rental Co. A Limited Partnership  
in the original amount of \$ 11,000.00 and secured by a mortgage on the premises known and designa-  
ted as Lot 19 Tiffany Drive  
said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book  
1236 at page 478 and

Whereas, the present owner of the aforesaid property desires to convey the same to the Purchaser who  
desires to assume the mortgage indebtedness and has requested the written consent of the Association to said  
transfer, pursuant to ~~Paragraph 9 of~~ the aforesaid mortgage, which consent the Association has agreed to grant,  
provided the terms of the indebtedness are modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter expressed it  
is understood and agreed as follows:

1. The principal indebtedness now remaining unpaid on said loan is \$ 10,775.28, the interest  
rate from the date hereof shall be 8 % per annum, and the said unpaid principal and interest shall be  
payable in monthly installments of \$ 84.86 each on the first day of each month hereafter until the  
principal and interest are fully paid; the balance of said principal and interest, if not sooner paid, shall be due  
and payable on the first day of August 1, 1997.
2. All terms and conditions of the said promissory note and the said mortgage which it secures (which are  
incorporated herein by reference) shall continue in full force except as expressly modified by this agreement.
3. The Purchaser assumes and agrees to pay the indebtedness in accordance with the terms of said note  
and said mortgage as the same are modified by this agreement, and the Association hereby consents to the trans-  
fer of said property to the Purchaser and to said assumption.
4. This agreement shall bind the heirs, the executors, the administrators, the successors, and the assigns of  
the Association and of the Purchaser, respectively.

IN WITNESS WHEREOF, the Association has caused its corporate seal to be hereunto affixed and these  
presents to be subscribed by its duly authorized officer, and the Purchaser has hereunto set his/her/their hand  
and seal, or, if the Purchaser be a corporation, has caused its corporate seal to be hereunto affixed and these  
presents to be subscribed by its duly authorized officer(s) on the date and year above written.

In the Presence of:

Ann S. Huckabee  
Chickie S. Taylor  
As to the Association  
Nancy C. Hunter  
James G. Griffith  
As to the Purchaser

CAROLINA FEDERAL SAVINGS AND  
LOAN ASSOCIATION

By: James O. Holt, Jr. (L.S.)  
James O. Holt, Jr.  
Executive Vice President

BFS RENTALS, A PARTNERSHIP (L.S.)

BY: Curtis R. Smith (L.S.)  
Purchaser  
AND: Luke W. Greene, Jr.  
Luke W. Greene, Jr.  
K. Brodie Brigman, Jr.  
K. Brodie Brigman, Jr.  
James M. Fowler  
James M. Fowler

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