

JUN 5 4 18 PM '74 FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

DONNIE S. TANKERSLEY  
R.H.C.

MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Loan Account No. \_\_\_\_\_

WHEREAS First Federal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the ASSOCIATION, is the owner and holder of a promissory note dated November 2, 1973 executed by D. E. Franklin *For Franklin Enterprises, Inc.* in the original sum of \$ 46,400.00 payable in full on or before twelve (12) months from said date, together with interest thereon computed and payable monthly at the rate of 9.00 % per centum per annum; and secured by a first mortgage on premises being known as Lot 98 Meadowood Drive, which is recorded in the RMC office for Greenville County in mortgage book 1294 page 486, title to which property is now being transferred to the undersigned OBLIGOR(S), who has/have agreed to assume said mortgage loan and to pay the balance due thereon; and

WHEREAS the ASSOCIATION has agreed to said transfer of ownership of the mortgaged premises to the assuming OBLIGOR and his assumption of the mortgage loan; and

WHEREAS, it is now desired by the parties hereto to convert the said loan to a permanent loan with being amended so as to provide for a payment period of approximately RK 25.6K years, with payment thereon at the rate of \$ RK 373.64 B.K. per month, including interest thereon at the rate of 8.50 % per annum, to be computed and paid monthly.

NOW THEREFORE, in consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the assuming 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 \$ 46,400.00; that the assuming OBLIGOR agrees to repay said obligation in monthly installments of \$ 373.64 RK 4.6K each with payments to be applied first to interest at the rate of 8.50 % per annum and then to remaining principal balance due from month to month with the first monthly payment being due July 1, RK 4.6K 1974.

(2) 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.

(3) Privilege is reserved by the obligor to make additional payments on the principal balance assumed providing that such payments, including obligatory principal payments do not in any twelve (12) month period beginning on the anniversary of the assumption 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.

(4) 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.

(5) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and assuming OBLIGOR, his heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 3rd day of June, 1974.  
In the presence of:

Leggy E. Middleton  
Donald R. McAlister

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION  
BY: [Signature] (SEAL)  
[Signature] (SEAL)  
Randolph Kowalski (SEAL)  
Frances B. Kowalski (SEAL)  
Assuming OBLIGOR(S)  
Frances B. Kowalski

CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S)

In consideration of First 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:  
Leggy E. Middleton  
Donald R. McAlister

\_\_\_\_\_  
\_\_\_\_\_  
FRANKLIN ENTERPRISES, INC. (SEAL)  
By: [Signature] (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 Franklin Enterprises, Inc., First Federal Savings & Loan Assoc. & Randolph Kowalski & Frances B. Kowalski 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  
3rd day of June, 19 74.  
Donald R. McAlister (SEAL)

Notary Public for South Carolina  
My commission expires: 8-4-79.

2/15/74 WB

Leggy E. Middleton

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