## FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

## MODIFICATION & ASSUMPTION AGREEMENT

CONSENT AND AGREEMENT OF TRANSFERRING  In consideration of Fidelity Federal Savings and Loan Association's consent to the consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we) OR(S) do hereby consent to the terms of this Modification and Assumption Agreement as in the presence of:  That I was a fine of the consent of the consent of the consent of the consent of the presence of:  That I was a fine of the consent of the	
enation, is the spacer and holter of a promisory rate dated. June 21, 1973 in the anticrest at the rate of	Loan Account No
Drive, Simpsonville, South Carolina  257 title of the undergree ORLIGOMES, who has thave agreed to assume said mortrage loan in WHEREAS the ASSUCIATION has agreed to said transfer of contending of the mortgage loan provided the interest rate on the lathace due is hered ate of	executed by Walter G. Danioriginal sum of \$ 18,400.00 hearing
intervalle County in Mortrague Book 1282	, which is recorded in the RMC office for
NOW, THEREFORE, this agreement made and entered into this 10 day of the ASSOCIATION, as mortgagee, and William R. Holland and Elizabi is assuming OBLIGOR.  WITNESSETH:  In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIAP reby acknowledged, the undersigned parties agree as follows:  (1) That the loan balance at the time of this assumption is \$18, 117, 54.  (2) THE UNDERSIGNED agree(s) that the aforesaid rate of interest and then to recomb with the first monthly payment being due APTI 1.  (2) THE UNDERSIGNED agree(s) that the aforesaid rate of interest on this edile the ASSOCIATION be increased to the maximum rate per annual termitted to be of the premise due. The ASSOCIATION shall seed with the affect of increase while the MIGORICS and such increases shall be maintain rate of interest exacted by a balance due. The ASSOCIATION shall seed with the order of the state of interest exacted in the balance due. The ASSOCIATION shall seed with the order of the state of interest exacted in the balance due to the ASSOCIATION shall seed with the order of the state of interest exacted in the balance due to the ASSOCIATION shall seed without the balance due to the ASSOCIATION shall seed without the balance due to the ASSOCIATION shall seed without the balance due to the association in the premise of the association in the premise of the state of	to which property is now being transferred and to pay the balance due thereon; and ortgage; premises to the OBLIGOR and his
ASSOCIATION, as mortgagee, and William R. Holland and Elizable assuming OBLIGOR.  WITNESSETH:  In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIA reby acknowledged, the undersigned parties agree as follows:  (1) That the loan balance at the time of this assumption is \$18, 117, 54	March 19.75 by and between
In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIA' reby acknowledged, the undersigned parties agree as follows:  (1) That the loan balance at the time of this assumption is \$18,117,54	eth A. Holland
consideration of Fidelity Process and Savings and Lorentz and Savings of the street and the property of the consideration of Fidelity approach to the consideration of Fidelity approach to the confideration of Orce dollar principal balance as set to the subscribing approach to the consideration of Orce dollar principal balance are set to the maximum rate per annum permitted to be the APPILL (1977) of the UNDERSIGNED agreets) that the aforestid rate of interest and then to recomb with the first morthly payment being due. APPILL (1978) and such increase shall become effective thirty (200 days after written mithly installment payments may be adjusted in proportion to increments in interest 1011 in substallment payments may be adjusted in proportion to increments in interest 1011 in substallment payments become due for a period in excess of (15) fifte 417. (11) fifted? In the exceed an amount equal to five per excitum (200 days after written 1011 in substallment payments become due for a period in excess of (15) fifted 417. (11) fifted? In the exceed an amount equal to five per excitum (200 days such as a second in any to-check (12) month period become distribution of the original principal balance assumed upon payment to the ASS on this interest on such excess amount commuted at the their prevailing rate of interest tween the undersigned parties. Provided, however, the entire balance may be paid in fair ty (30) day notice period after the ASSOCIATION has given written notice that the it (5). That all terms and conditions as set out in the note and morticage shall continue a Agreement.  (6) That this agreement shall bind jointly and severally the successors and assigns. In Witness and assigns.  (7) That the presence of:  (8) That this agreement shall be presented who made out that (s) he saw. All the presence of:  (9) That this agreement shall be presented who made out that (s) he saw. All the presence of:  (10) The presental payment before me the undersigned who made out that (s) he saw. All the presental payments	
g the interest rate on the balance to	FION to the OBLIGOR, receipt of which is that the ASSOCIATION is presently increas-
onth with the first monthly payment being due.  (2) THE UNDERSIONED agreeds) that the aforesaid rate of interest on this oblig the ASSOCIATION be increased to the maximum rate per annua permitted to be ches, Provided, however, that in no even' shall the maximum rate of interest exceed. It is also to the control of the permitted to be ches, the control of the permitted to be ches, Provided, however, that in no even' shall be maximum rate of interest exceed. It is also to exceed the control of the permitted of any increase in interest full in substantially the same time as would have occurred prior to any escalation in (14) Studies and the permitted of the permit	pay said obligation in monthly installments
w. Provisied, Lowever, that is no event shall the maximum rate of interest evenced. No balance due. The ASSOCIATION shall send written notice of my horrage in interest shall become effective thirty (200 days after written notify installment payments may be adjusted in proportion to increments in interest full in substantially the same time as would have occurred prior to any escalation to (13) Shedd any installment payment become due for a period in excess of (15) fifter ATE CHARGE" not to exceed an amount equal to five per cettum (50 of any such (14) Privilege is reserved by the obligor to make additional payments for the principal rints, including abilitatory principal payments do not in any twelve (12) month neriod by ceed twenty per centum (20%) of the original principal balance assumed. Further pri centum (20%) of the original principal balance assumed for the ASS onths interest on such excess amount computed at the then prevailing rate of interest when the undersigned parties, Provided, however, the entire halance may be raid in furty (30) day notice period after the ASSOCIATION has given written notice that the (5) That all terms and cerditions as set out in the note and mortgage shall centine a Agreement.  (6) That all terms and cerditions as set out in the note and mortgage shall centine a sideration of One dollar (31,00), the receipt of which is hereby acknowledged. I (we) the presence of:  (6) That This Agreement shall bind jointly and severally the successors and assigns.  IN WITNESS WHEREOF the parties hereto have set their hands and seals this. In the presence of:  (7) The province of the terms of this Modification and Assumption Agreement at the presence of:  (8) The province of the terms of this Modification and Assumption Agreement at the presence of:  (9) PROBATE  PROBATE  PROBATE  PROBATE  PROBATE  PROBATE	nathing principal balance due from month to  75
CONSENT AND AGREEMENT OF TRANSFERRING  In consideration of Fidelity Federal Savings and Lean Association's consent to the terms of the presence of:  (ACLE) That all terms and conditions as set out in the note and mortkage shall continue the parties as well and severally the successors and assigns its successors and assigns.  (ACLE) AND AGREEMENT OF TRANSFERRING  CONSENT AND AGREEMENT OF TRANSFERRING  In consideration of Fidelity Federal Savings and Lean Association's consent to the terms of the presence of:  (ACLE) AND AGREEMENT OF TRANSFERRING  In consideration of Fidelity Federal Savings and Lean Association's consent to the ASS CLAIM.  (ACLE) AND AGREEMENT OF TRANSFERRING  In consideration of Fidelity Federal Savings and Lean Association's consent to the sideration of One dollar (\$1.00), the receipt of which is hereby acknowledged. I two presence of:  (ACLE) AND AGREEMENT OF TRANSFERRING  In consideration of Fidelity Federal Savings and Lean Association's consent to the esideration of One dollar (\$1.00), the receipt of which is hereby acknowledged. I two safety successors and assigns in the presence of:  (ACLE) AND AGREEMENT OF TRANSFERRING  In consideration of Fidelity Federal Savings and Lean Association's consent to the esideration of One dollar (\$1.00), the receipt of which is hereby acknowledged. I two safety successors and assigns in the presence of:  (ACLE) AND AGREEMENT OF TRANSFERRING  In consideration of Fidelity Federal Savings and Lean Association's consent to the esideration of One dollar (\$1.00), the receipt of which is hereby acknowledged. I two siderations are set of the presence of:  (ACLE) AND AGREEMENT OF TRANSFERRING  In consideration of Fidelity Federal Savings and Lean Association's consent to the esideration of One dollar (\$1.00), the receipt of which is hereby acknowledged. I two presented in the presence of:  (ACLE) AND AGREEMENT OF TRANSFERRING  (ACLE) AND AGREEMENT OF T	arged by the then applicable South Carolina
ATE CHARGE not to exceed an amount equal to five per centum GV of any such (1) Privilege is reserved by the obligen to make additional paraments on the principal ents, including obligatory principal pagments do not in any twelve (12) mounts nerved by the original principal belance assumed the principal recent works per centum (20%) of the original principal belance assumed by the principal principal belance assumed for the principal transmission of the original principal belance assumed for the ASS on this interest on such excess amount compared at the then prevailing rate of interest tween the undersigned parties. Provided, however, the entire balance may be raid in fullify (30) day notice period after the ASSOCIATION has given writen notice that the (5) That all terms and conditions as set out in the note and mortgage shall continue a Agreement.  (6) That all terms and conditions as set out in the note and mortgage shall continue a Agreement.  (6) That this Agreement shall bind jointly and severally the successors and assigns in witness where the parties hereto have set their hands and seals this. It the presence of:  (CONSENT AND AGREEMENT OF TRANSFERRING In consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged. I was sideration of One dollar (\$1.00), the receipt of which is hereby acknowledged. I was sideration of One dollar (\$1.00), the receipt of which is hereby acknowledged. I was the presence of:  (REG) do hereby consent to the terms of this Modification and Assumption Agreement at the presence of:  (ACCEPTATION OF GREENVILLE)  PROBATE  PROBATE  PROBATE  PROBATE  Transferring the other subscribin and deliver the foregoing Agreement(s) and that (s) he with the other subscribin as seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribin and seals and deliver the foregoing Agreement(s) and that (s) he with the other subscribin.	tatice is mailed. It is further agreed that the rates to allow the obligation to be retired interest rate.
CONSENT AND AGREEMENT OF TRANSFERRING  In consideration of Fidelity Federal Savings and Loan Association's consent to the sideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we) R(S) do hereby consent to the terms of this Modification and Assumption Agreement at the presence of:  ATE OF SOUTH CAROLINA )  UNTY OF GREENVILLE )  Personally appeared before me the undersigned who made oath that (s) he saw. All in, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing.	rinning on the anniversary of the assumption ivilege is reserved to pay in excess of twenty SOCIATION of a premium equal to six (6) according to the terms of this agreement il without any additional premium during any interest rate is to be escalated. In full force, except as modified expressly by of the ASSOCIATION and OBLIGOR, his
CONSENT AND AGREEMENT OF TRANSFERRING In consideration of Fidelity Federal Savings and Loan Association's consent to the sideration of One dollar (\$1.00), the receipt of which is hereby acknowledged I (we) R(S) do hereby consent to the terms of this Modification and Assumption Agreement at the presence of:	ERAL SAVINGS & LOAN ASSOCIATION (SEAL)
CONSENT AND AGREEMENT OF TRANSFERRING  In consideration of Fidelity Federal Savings and Loan Association's consent to the sideration of One dollar (\$1.00), the receipt of which is hereby acknowledged. I (we) R(S) do hereby consent to the terms of this Modification and Assumption Agreement at the presence of:  ALLIE AND AGREEMENT OF TRANSFERRING  Transferring to the terms of this Modification and Assumption Agreement at the presence of:  ATE OF SOUTH CAROLINA )  PROBATE  Personally appeared before me the undersigned who made oath that (s) he saw Allie and deliver the foregoing Agreement(s) and that (s) he with the other subscribing the same and deliver the foregoing Agreement(s) and that (s) he with the other subscribing the same and the same and the subscribing the same and	(SEAL)
In consideration of Fidelity Federal Savings and Loan Association's consent to the insideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we) or R(S) do hereby consent to the terms of this Modification and Assumption Agreement at the presence of:	Assuming OBLIGOR(S)
In consideration of Fidelity Federal Savings and Loan Association's consent to the isideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we) is R(S) do hereby consent to the terms of this Modification and Assumption Agreement at the presence of:	
Tra  ATE OF SOUTH CAROLINA )  UNTY OF GREENVILLE )  Personally appeared before me the undersigned who made oath that (s)he saw Alexandrian and deliver the foregoing Agreement(s) and that (s)he with the other subscribing, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing and the subscribing and the subscribing and subscribing and the subscribing and subscribing and the subscribing and subscribe and subscribe and subscribe and subscribe and subscribe	OBLIGOR(S)
Tra  ATE OF SOUTH CAROLINA )  PROBATE  Personally appeared before me the undersigned who made oath that (s) he saw. All  As a seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing	the undersigned(s) as transferring OBLI-
Tracte of South Carolina )  UNTY OF GREENVILLE )  Personally appeared before me the undersigned who made oath that (s)he saw_Alm, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing	<i></i>
Tra  ATE OF SOUTH CAROLINA )  PROBATE  Personally appeared before me the undersigned who made oath that (s)he saw Al  , seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribin	(SEAL)
Tra  ATE OF SOUTH CAROLINA )  PROBATE  Personally appeared before me the undersigned who made oath that (s)he saw Al  , seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribin	(SEAL)
THE OF SOUTH CAROLINA )  PROBATE  Personally appeared before me the undersigned who made oath that (s)he saw. All, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing	
PROBATE  Personally appeared before me the undersigned who made oath that (s)he saw_All, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing	ensferring OBLIGOR(S)
Personally appeared before me the undersigned who made oath that (s)he saw. All is, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing	
	1 the above parties
	g witness witnessed the execution thereof.
ORN to before me this O day of March  And Company  (SEAL)	Eugh & her he raphorner
The The Leave (SEAL)  tary Public for South Carolina  commission expires: 4/3 / 94	