

FILED
GREENVILLE CO. S. C.
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION
GREENVILLE, S. C.
DONNIE S. TAYLORSLEY
MODIFICATION & ASSUMPTION AGREEMENT

1343-201

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

WHEREAS Fidelity 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 May 31, 1968, payable to Gordon H. Watkins and Kay M. Watkins, assumed by Marcelle K. Walworth, for the sum of \$24,750.00 bearing interest at the rate of 6 3/4% and secured by a first mortgage on the premises known as Lot 103, Sec. A, Gower Estates

and that the said note is now being transferred to the ASSOCIATION by the said Gordon H. Watkins and Kay M. Watkins, assumed by Marcelle K. Walworth, and that the ASSOCIATION has agreed to assume the said note and mortgage.

WHEREAS the ASSOCIATION has agreed to assume the said note and mortgage at the rate of 6 3/4% and the OBLIGOR and his ASSUMING OBLIGOR have agreed to pay the said note and mortgage at the rate of 7 3/4%.

NOW, THEREFORE, the ASSOCIATION, by its duly authorized officer, Ellis M. Johnston, II, and Constance H. Johnston, K. Walworth and Claire B. Walworth,

do hereby modify the terms of the said note and mortgage to the effect that the ASSOCIATION is the OBLIGOR, the part of which is hereby assumed by the ASSOCIATION, and that the OBLIGOR is Marcelle K. Walworth, assumed by Ellis M. Johnston, II, and Constance H. Johnston.

That the ASSOCIATION is presently increasing the interest rate on the balance of \$21,270.95 to 7 3/4% and that the OBLIGOR agrees to pay said note and mortgage in monthly installments of \$183.16 each, the first payment to be made on August 1, 1975.

That the OBLIGOR agrees to pay the said note and mortgage at the rate of seven and three-fourths per annum on the balance of the said note and mortgage.

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 2nd day of July, 1975.

Wm. J. Cannon
Charles E. McDonald

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION
BY *Ellis M. Johnston, II* (SEAL)
Constance H. Johnston (SEAL)
Marcelle K. Walworth (SEAL)
Claire B. Walworth (SEAL)

CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S)

I, the undersigned, do hereby consent to the modification and assumption of the said note and mortgage as hereinabove provided, and in further consent to the transfer of the said note and mortgage to the ASSOCIATION.

Wm. J. Cannon
Charles E. McDonald

Marcelle K. Walworth (SEAL)
Claire B. Walworth (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared before me the undersigned who made oath that (s)he is the law Ellis M. Johnston, II, and Constance H. Johnston, as Assuming Obligor, and Marcelle K. Walworth and Claire B. Walworth, as Transferring Obligor, and Wm. J. Cannon, Jr., Sr., as Atty. for Fidelity

Wm. J. Cannon (SEAL)
Notary Public for South Carolina
My commission expires: 1/20/80

Wm. J. Cannon
At 4:21 P.M. 294

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