

GREENVILLE. SOUTH CAROLINA

## MODIFICATION & ASSUMPTION AGREEMENT

	STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	Loan Account No.
	CIATION, is the owner and holder of a promissory note dated - Roy W. Hill and Carolyn L. Hill	of Greenville, South Carolina, hereinafter referred to as the ASSO-May 7, 1976, executed by
	interest at the rate of nine (9) 7 and secured by a first mor Lot No. 15, A. R. Genoble Property, 106 Ham	mond Ave., Greer, S. which is recorded in the RMC office for
οο 3)	whereas the Association has agreed to assure whereas the Association has agreed to said transfer assumption of the mortgage loan, provided the interest rate on trate of nine (9)	of ownership of the mortgaged premises is the OBLIGOR and his he halance due is increased fromnine_(9)% to a present [ter stated.
.V .V 76	NOW, THEREFORE, this agreement made and entered into the ASSOCIATION, as mortgagee, and Fred M. Paint	thisSth day of November, 19-76, by and between
. ;	as assuming OBLIGOR,	ESSETH:
302	In consideration of the premi, es and the further sum of \$1.00	paid by the ASSOCIATION to the OBLIGOR, receipt of which is \$.13,773,77; that the ASSOCIATION is presently increas-
	ing the interest rate on the balance to nine (9) That the	OBLIGOR agrees to repay said obligation in monthly installments
	month with the first monthly payment being due December 19, THE INDERSIGNED agree(s) that the aforesaid rate	interest and then to remaining principal balance due from month to ber 1, 19, 76, of interest on this obligation may from time to time in the discretion
	of the ASSOCIATION be increased to the maximum rate per an	num permitted to be charged by the then applicable South Carolina of interest exceed nine (9) ~ per annum on
Ċ.	obligor(S) and such increase shall become effective thirty (monthly installment payments may be adjusted in proportion to in full in substantially the same time as would have occurred pri	of any increase in interest rates to the last known address of the 39) days after written notice is mailed. It is further agreed that the increments in interest rates to allow the obligation to be retired or to any escalation in interest rate.
Λ4	"LATE CHARGE" not to exceed an amount equal to five per ce  (4) Privilege is reserved by the obligor to make additional per ments, including obligatory principal payments do not in any twelvexceed twenty per centum (20%) of the original principal balance assumed up months interest on such excess amount computed at the then prev between the undersigned parties. Provided, however, the entire bethirty (30) day notice period after the ASSOCIATION has given to (5) That all terms and conditions as set out in the note and this Agreement.  (6) That this Agreement shall bind jointly and severally the	ntum (5%) of any such past due installment payment, ayments on the principal balance assumed providing that such payments on the principal balance assumed providing that such payment (12) month period beginning on the anniversary of the assumption assumed. Further privilege is reserved to pay in excess of twenty on payment to the ASSOCIATION of a premium equal to six (6) ailing rate of interest according to the terms of this agreement alance may be paid in full without any additional premium during any
œ	In the reference of:	FIDELITY PROFESAL SAYINGS & LOAN ASSOCIATION
.V	- Dagas C Juliu	BY: SEAL)
76 .)	Off Des / Calley	State (SEAL)
4		(SEAL)
20		Assuming OBLIGOR(S)
CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S)		
	In consideration of Fidelity Federal Savings and Loan Associ	ation's consent to the assumption outlined above, and in further by acknowledged, I (we), the undersigned (s) as transferring OBLI-
	GOR(S) do hereby consent to the terms of this Medification and A	Assumption Apprehent and aggree to be jound thereby.  (SEAL)
د_'	Derda Collar	(SEAL)
୍ଧ	1/1/20 2/6/65	(SEAL)
<b>A4</b>		Transferring OBLIGOR(S)
	STATE OF SOUTH CAROLINA )	PROBATE
	COUNTY OF GREENVILLE)  Personally anneared before me the undersigned who made of	ath that (s)he saw Fred M. Painter, Roy W. Hill,
	and Carolyn L. Hill	with the other subscribing witness witnessed the execution thereof.
	SWORN to before me this  5th day or November 10 76	11 1 1 10 1
	Notary Public for South Carolina, (SEAL)	Glerda ( Delu
	My commission expires: 7/10/79	

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RECORDED HOW 30'76 At 4:10 P.M.

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