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FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

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WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the A CIATION, is the owner and holder of a promissory note dated Bannister and Deborah R. Bannister on the date of the owner and holder of a promissory note dated Bannister and Deborah R. Bannister on the premise of \$24,450.00 binterest at the rate of 110e % and secured by a first mortgage on the premises being known as I. Ot 12, Azale Court, Greenville County in Mortgage Book 1352 page 152, which is recorded in the RMC office of the undersigned OBLIGOR(S), who has (have) agreed to assume said mortgage loan and to pay the balance doe thereon; and WHEREAS the ASSOCIATION has a spreed to assume said mortgage loan and to pay the balance doe thereon; and sasumption of the mortgage loan, provided the interest rate on the balance due is increased from sasumption of the mortgage loan, provided the interest rate on the balance due is increased from 1977, by and be the ASSOCIATION, as mortgage, and Jack T. Vickery and Renae L. Vickery as assuming OBLIGOR. WITNESSETH: In consideration of the premises and the further sum of \$100 paid by the ASSOCIATION to the OBLIGOR, receipt of where the interest rate on the balance to 1110e %. That the OBLIGOR agrees to repay said obligation in monthly install ing the interest rate on the balance to 1110e %. That the OBLIGOR agrees to repay said obligation in monthly install of \$189.07 each with payments to be applied first to interest and then to remaining principal balance due from month with the first monthly payment being due July 1 19.77. LATE CHARGE of to exceed an amount equal to five rer centum (\$50 of any stoch past due installment payment. The part of the premises and assigns of the ASSOCIATION and OBLIGOR is a provided the parties hereto have set their hands and seals this 16th day of June 19.77. LATE CHARGE of to exceed an amount equal to five rer centum (\$50 of any stoch past due installment payment. The parties hereto have set their hands and seals this 16th	ce for lerred d his resent
CIATION, is the owner and holder of a promissory note dated Bannister and Deborah R. Bannister in the original sum of \$24,450.00 be interest at the rate of nine	ce for lerred d his resent
Interest at the rate of nine % and secured by a first mortgage on the premises being known as Court, Greenville, South Carolina , which is recorded in the RMC offs Greenville County in Mortgage Book 1352 , page 152 , title to which property is now being transit to the undersigned oBLIGOR(8), 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 OBLIGOR as assumption of the mortgage loan, provided the interest rate on the balance due is increased from saying the page of the contract	ce for ferred d his resent
Greenville County in Mortgage Book 1352 , page 152 title to which property is now being transfor 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 OBLIGOR as assumption of the mortgage loan, provided the interest rate on the balance due is increased from \$\frac{1}{2}\$ assumption of the mortgage loan, provided the interest rate on the balance due is increased from \$\frac{1}{2}\$ to a picture of \$\frac{1}{2}\$. And can be escalated as hereinafter stated. NOW, THEREFORE, this agreement made and entered into this \$\frac{16th}{16th}\$ day of \$\frac{1}{2}\$ une \$\frac{1}{2}\$ yard he ASSOCIATION, as mortgagee, and \$\frac{1}{2}\$ Jack T. Vickery and Renae L. Vickery In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of whereby acknowledged, the undersigned parties agree as follows: \$24.178.17\$; that the ASSOCIATION is presently in ting the interest rate on the balance at the time of this assumption is \$24.178.17\$; that the ASSOCIATION is presently in ting the interest rate on the balance to \$\frac{1.10}{2}\$. That the OBLIGOR agrees to repay said obligation in monthly install of \$1.89.07\$ each with payments to be applied first to interest and then to remaining principal balance due from month with the first monthly payment being due \$\frac{1.10}{2}\$ yard to interest and then to remaining principal balance due from month with the first monthly payment being due \$\frac{1.10}{2}\$ yard to exceed an amount equal to five per centum (5%) of any such past due installment payment. (2) Should any installment payment become due for a period in excess of (15) fifteen days, the ASSOCIATION may collaborate the process of the state of the mortgage shall continue in full force, except as modified express this Agreement. (3) That all terms and conditions as set out in the note and mortgage shall continue in full for	ferred d his resent
Steenville County in Mortgage, Book 1352 o 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 mortgage premises to the OBLIGOR as usumption of the mortgage loan, provided the interest rate on the balance due is increased from	ferred d his resent
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month with the first monthly payment being due July 1 (2) Should any installment payment become due for a period in excess of (15) fifteen days, the ASSOCIATION may collect the CHARGE" not to exceed an amount equal to five per centum (5%) of any such past due installment payment. (3) That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified express this Agreement. (4) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGO beirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their hands and seals this 16th day of June 19. In the presence of: **FIDELITY FEDERAL SAYINGS & LOAN ASSOCIATION AS	
(2) Should any installment payment become due for a period in excess of (15) litteen days, the Association has the LATE CHARGE not to exceed an amount equal to five per centum (5%) of any such past due installment payment. (3) That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified express his Agreement. (4) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGO wirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their hands and seals this 16th day of June 19. In the presence of: FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION and OBLIGO Hands and Seals this 10 the presence of: FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION AND ASSOCIATION ASSOCIATION AND ASSOCIATION ASSOCIATION ASSOCIATION AND ASSOCIATION ASSO	
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Assuming OBLIGOR(S)	EAL)
	SEAL)
CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S)	
In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in a consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring GOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby.	urther OBLI-
	SEAL)
Hooky H. Burning Thomas S. Samuelle, 18	SEAL)
	SEAL)
Transferring OBLIGOR(S)	SEAL)
STATE OF SOUTH CAROLINA) PROBATE COUNTY OF GREENVILLE)	SEAL)
Personally appeared before me the undersigned who made oath that (s)he saw all of the above part	
sign, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution t	
SWORN to before me this 16th day of June 19 77	ies
Notary Publy for South Carolina My commission expires: 6/6/83. (SEAL)	ies

RECORDED JUN 2 0 1977

At 3:20 P.N

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