

Rainey, Ant & McKay

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GREENVILLE CO. S.C.  
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SOUTH CAROLINA  
CLERK OF COURTS

BOOK 1403 PAGE 56

STATE OF SOUTH CAROLINA )  
 ) NOTE AND MORTGAGE  
 ) MODIFICATION AND ASSUMPTION AGREEMENT  
COUNTY OF GREENVILLE )

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of July, 1977, by and between THE SOUTH CAROLINA NATIONAL BANK (hereinafter called the "Bank"), JERRY F. CHILDS (hereinafter called "Original Borrower") and JACQUELINE CHILDS (hereinafter called "Assumptor").

W I T N E S S E T H:

WHEREAS, the Bank is the owner or holder of the Note of the Original Borrower to the Bank, dated October 21, 1971, in the face amount of \$11,672.64 (a copy of which is attached hereto as Exhibit "A"), which note is secured by a mortgage of even date and like amount, recorded October 26, 1971, in Book 1211, at page 319 among the Real Estate records of said County and State (a copy of said mortgage is attached hereto as Exhibit "B"); and

WHEREAS, it is contemplated that contemporaneously with these presents the Original Borrower shall bargain, sell and convey to Assumptor all that real estate covered by the hereinabove set forth mortgage; and

WHEREAS, Assumptor, as part of the consideration for said conveyance, shall specifically assume the indebtedness evidenced and secured by the subject Note and Mortgage; and

WHEREAS, the principal balance of said Note after application of the June 20, 1977 installment shall be \$2,807.38 plus interest.

NOW, THEREFORE, in consideration of the premises herein contained and in accordance with the above cited Mortgage provision, the undersigned mutually agree as follows, to wit:

A. That the Bank, in its behalf, or as agent for the holder of said Note and Mortgage, consents to the transfer and conveyance of said Real Estate by the Original Borrower to the Assumptor, provided that the Original Borrower is not released from liability under said Note and Mortgage.

B. That the Original Borrower and Assumptor shall both be

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