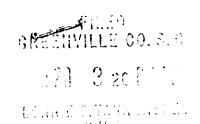
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BOOK 1401 PAGE 612 800x 1405 PAGE 955

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

| ŗŋ | GREENVILLE, SOUTH CAROLINA |
|----------|---|
| | MODIFICATION & ASSUMPTION AGREEMENT 34139 |
| | STATE OF SOUTH CAROLINA Loan Account No. |
| | COUNTY OF GREENVILLE |
| | |
| | WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the ASSO- |
| į | CIATION, is the owner and holder of a promissory note dated Bannister and Deporal R. Bannister in the original sum of \$24,450.00 bearing |
| | in the original sum of \$29,439.00 bearing |
| | Interest at the rate of nine % and secured by a first mortgage on the premises being known as Lot 12, Azalea |
| ň8 | Court, Greenville, South Calorina, which is recorded in the RMC office for |
| 3 | Greenville County in Mortgage Book 1352, page 152, title to which property is now being transferred to 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 and his assumption of the mortgage loan, provided the interest rate on the balance due is increased from ———————————————————————————————————— |
| | rate of -8-1/2 |
| | NOW, THEREFORE, this agreement made and entered into this 16th day of June 19/1, by and between |
| | NOW, THEREFORE, this agreement made and entered into this 16th day of June 1977, by and between the ASSOCIATION, as mortgagee, and Jack T. Vickery and Renae L. Vickery as assuming OBLIGOR, |
| | WITNESSETH: |
| | In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is |
| | hereby acknowledged, the undersigned parties agree as follows: (1) That the loan balance at the time of this assumption is \$ 24,178.17; that the ASSOCIATION is presently increasing the interest rate on the balance to 8-1/2 -%. That the OBLIGOR agrees to repay said obligation in monthly installments |
| | ing the interest rate on the balance to 8-1/2 _%. That the OBLIGOR agrees to repay said obligation in monthly installments |
| | of \$\frac{189.07}{\text{month with the first monthly payment being due }}\frac{\text{July 1}}{\text{output}}. |
| | month with the first monthly payment being due July 1 , 19 // |
| | (2) Should any installment payment become due for a period in excess of (15) fifteen days, the ASSOCIATION may collect a "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 expressly by this Agreement. |
| | (4) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their hands and seals this 16th day of June , 1977. |
| | In the presence of: |
| α | Tracky to Duny (SEAL) |
| v | |
| 7 | Though Jana (SEAL) |
| | 1 Kenaca. Wekeny (SEAL) |
| 55 | (SEAL) |
| v | Assuming OBLIGOR(S) |
| Ö | |
| | |
| | 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 further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLI-GOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby. |
| | In the presence of: |
| | Hoch H. Buring Thomas S. Samuele, (SEAL) |
| | Mark Barrita |
| Ć | THOU & MANUELLE (SEAL) |
|) | (SEAL) |
| Å | Transferring OBLIGOR(S) |
| | STATE OF SOUTH CAROLINA) PROBATE |

COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me the undersigned who made oath that (s)he saw all of the above parties

sign, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this

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v

16th day of June

Notary Public for South Carolina My commission expires: 6/6/83.

(SEAL)

RECORDED JUN 2 0 1977 At 3:20 P.M.

Re-RECORDED AUG 2 1977 At 11:34 A.M.

3600

TO:

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A CONTRACTOR OF THE STATE OF TH