Hey 10 9 57 M 'TT FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION GREENVILLE. SOUTH CAROLING.

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MODIFICATION & ASSUMPTION AGREEMENT

WHEREAS Fidelity Federal Savings and Loan Association of Greewille, South Carolina, bersimater referred to as the ASSO- of WHEREAS Fidelity Federal Savings and Loan Association of Greewille, South Carolina, bersimater referred to as the ASSO- of Many American Company of the Company of the Carolina, bersimater referred to a set the Carolina, bersimater referred to a set to 4		
WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the ASSO-of MATION, is the concer and holder of a promissory note dated Mug. 13, 1977. executed by a first mortage on the promises being known as the ASSO-of 2, freegorith Trive, Pilipin's Point of 2, freegorith County in Vision and Carolina an	STATE OF SOUTH CAROLINA	Loan Account No
AMTON, is the owner and holder of a premisory note dated. Mug. 13, 1917. In the original sum of 8. 40,400,000. bearing the state of	COUNTY OF GREENVILLE	
H. J., Fabrillo A. Job. D. Charping and the service of the premises being known as 1 of 2. f. receptor brive, Pilgrim's Point which is recorded in the BNC office for 1 of 2. f. receptor brive, Pilgrim's Point which is a preceded and the BNC office for 1 of 2. f. receptor brive, Pilgrim's Point which is a preceded and the same and to the premise to now being transferred to assume asid morteage barn and to pay the balance due thereous and 2. f. and 1 of 2. f. and 3. f. and 4. f. and	WHEREAS Fidelity Federal Savings and Loan Association	on of Greenville, South Carolina, hereinafter referred to as the ASSO- 😽
therey at the rate of _9	CIATION, is the owner and holder of a promissory note dated	Aug. 13, 1977 , executed by
samption of the mortgage loan, provided the interest rate on the balance due indereased from "Hille (92) — "5" to a present to of	H. J. Martin & Joe O. Charping	in the original sum of \$-40,400.00 bearing
samption of the mortgage loan, provided the interest rate on the balance due indereased from "Hille (92) — "5" to a present to of	nterest at the rate of	nortgage on the premises being known as
samption of the mortgage loan, provided the interest rate on the balance due indereased from "Hille (92) — "5" to a present to of	Francille County in Marteness Back 1406	, which is recorded in the RMC office for
the of H. 3/A is, and can be seralated as herinafter stated. NOW, THEREFORE, this agreement made and entered into this alth day ef Hovember	ssumption of the mortgage loan, provided the interest rate on	the balance due is de reased from nine (9%) % to a present
e ASSOCIATION, as mortspace, and —Richard S. Bentz 4. Linda S. Bentz 5. In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is relay acknowledged, the undersigned parties agree as follows: (1) That the ban balance at the time of this assumption is; 13,950.00—; that the ASSOCIATION is presently increasing the interest rate on the balance to -8-3/4—. That the OBLIGOR agrees to repay said obligation in monthly installments as a constant of the present of the present of the present of the manufacture of the observable of the manufacture of the third of the ASSOCIATION is presently increasing the interest rate on the balance to -8-3/4—. That the OBLIGOR agrees to repay said obligation in monthly installments as a constant of the ASSOCIATION to be increased to the manimum rate of merest and then to remaining principal balance due from month to onth with the first monthly payment being due	ate of $\frac{8.3/4}{2}$, and can be escalated as herein	nafter stated.
WITNESSETH: In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is reley acknowledged, the undersigned parties agree as follows: (I) That the loan ladance at the time of this assumption is \$1.3,950.00—; that the ASSOCIATION is precently increase; the interest rate on the balance to \$-3.44—%. That the OBLIGOR agrees to repay said obligation in monthly installments \$-123,32 — each with payments to be applied first to interest and then to remaining principal balance due from month to onth with the first monthly payment being due — December 1, 20—17. (2) THE UNDERSIGNED agree(s) that the aforesaid rate of interest and then to remaining principal balance due from month to onthe ASSOCIATION be increased to the maximum rate per annum permitted to be charged by the then applicable South Carolina & Palance due. The ASSOCIATION had seed written cotice of any increase in interest rates to the last knowledges of the palance due. The ASSOCIATION had seed written cotice of any increase in interest rates to the last knowledges of the palance due. The ASSOCIATION had been well recovered to any increase in interest rates to the last knowledges of the outling in the palance of the palance due. The ASSOCIATION had been addressed the outline interest rates in the last knowledges of the outline interest rates in the last knowledges of the outline interest rates in the last knowledges of the outline interest rates in the last knowledges of the outline interest rates in the last knowledges of the outline interest rates in the last knowledges of the outline interest rates in the last knowledges of the control of the palance of the precedition of the palance of the precedition of the palance of the palance of the face of the palance of the palanc	NOW, THEREFORE, this agreement made and entered int	to this 3th day of November, 1977, by and between
In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is rely acknowledged, the undersigned parties agree as follows: (1) That the loan lalance at the time of this assumption is \$13,950.00—; that the ASSOCIATION is presently increase, rely acknowledged, the undersigned parties agree as follows: (2) That the loan lalance at the time of this assumption is \$13,950.00—; that the ASSOCIATION is presently increase, and the loan lalance at the time of this assumption and the latest and then to remaining principal balance due from month to onth with the first monthly payment being due — Beccember 1,	ne ASSOCIATION, as mortgagee, and —_K1Chard_SBer a assuming OBLIGOR,	ntz & Linda-S. Bentz
In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is rely acknowledged, the undersigned parties agree as follows: (1) That the loan lalance at the time of this assumption is \$13,950.00—; that the ASSOCIATION is presently increase, rely acknowledged, the undersigned parties agree as follows: (2) That the loan lalance at the time of this assumption is \$13,950.00—; that the ASSOCIATION is presently increase, and the loan lalance at the time of this assumption and the latest and then to remaining principal balance due from month to onth with the first monthly payment being due — Beccember 1,	WITN	ESSETH:
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Only with the first monthly payment being dueHCCEMBET_1, 19—11. (2) THE UNDERSIONED agree(s) that the aforesaid rate of interest on this obligation may from time to time in the discretion to 20 THE UNDERSIONED agree(s) that the aforesaid rate of interest cared to be charged by the them applicable South Carolina we Provided, however, that in no event shall the maximum rate of any increase in interest rates to the last known address of the BLIGOR(S) and such increase shall be all send written rottee of any increase in interest rates to allow the obligation to be retired full in substantially the same time as would have occurred prior to any escalation in interest rates to allow the obligation to be retired full in substantially the same time as would have occurred prior to any escalation in interest rate. All Privilege is reserved by the obligor to make additional payments on the principal balance assumed, such assumption of the assumption of the assumption of the privilege is reserved by the obligor to make additional payments on the principal balance assumed. For the rot villege is reserved to pay in excess of twenty or centum (20%) of the original principal balance assumed. For the rot villege is reserved to pay in excess of twenty or rentum (20%) of the original principal balance assumed. For the rot villege is reserved to pay in excess of twenty or rentum (20%) of the original principal principal balance assumed. For the rot villege is reserved to pay in excess of twenty or rentum (20%) of the original principal balance assumed. For the rot villege is reserved to pay in excess of twenty or rentum (20%) of the original principal principal balance assumed. For the rot villege is reserved to pay in excess of twenty or rentum (20%) of the original principal balance assumed. For the rot villege is reserved to pay in excess of twenty or rentum (20%) of the original principal balance assumed. For the rot villege is reserved to pay in excess of twenty or rentum (20%) of the original principal balance assumed. F	\$_123.32 each with payments to be applied first	to interest and then to remaining principal balance due from month to
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w. Provided, however, that in no event shall the maximum rate of interest exceed = 3.44 (83) for peranum on e balance due. The ASSOCIATION shall send written notice of any increase in interest rates to the last known address of the BLIGOR(S) and such increase shall become effective thirty (30) days after written notice is mailed. It is further agreed that the output is stated to proportion to increments in interest rates to allow the obligation to be relired in the control of the proportion of increments in interest rates. (3) Should any installment payment become due for a period in excess of allow firm interest rate. (3) Privilege is reserved by the obligor to make additional payments on the principal balance assumed providing that such payment. (3) Privilege is reserved by the obligor to make additional payments on the principal balance assumed upon payment to the ASSOCIATION may collect a control (20%) of the original principal balance assumed upon payment to the ASSOCIATION red to pay in excess of twenty of the privilege in reserved by the obligor to make additional payments on the principal balance assumed providing that such payments in the privilege is reserved by the obligatory principal balance assumed upon payment to the ASSOCIATION red to pay in excess of twenty of the payment of the payment of the payment of the ASSOCIATION and obligatory principal payment and conditions as set out in the note and mortsgare shall continue in full full without any additional premium during any is Agreement. (3) That all temperiod store the ASSOCIATION has given written notice that the interest rate is to be escalated. (3) That all temperiod store the ASSOCIATION has given written notice that the interest rates to be escalated. (3) That all temperiod store the ASSOCIATION has given written notice that the interest rates to be be escalated. (3) That all temperiod store the ASSOCIATION has given because the payment of the ASSOCIATION and given written notice that the payment of the ASSOCIATION has given because	the ASSOCIATION be increased to the maximum rate per a	e of interest on this obligation may from time to time in the discretion annum permitted to be charged by the then applicable South Carolina
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restrictions of the assumption	ATE CHARGE" not to exceed an amount equal to five per o	od in excess of (15) fifteen days, the ASSOCIATION may collect a centum (5%) of any such past due installment payment
the orthogracy excess amount computed at the then prevailing rate of interest according to the terms of this agreement try (30) day notice period after thousand, however, the entire balance may be paid in full without any additional premium during any 17(30) day notice period after thousand, however, the entire balance may be paid in full without any additional premium during any 17(30) day notice period after thousand, however, the entire balance may be paid in full without any additional premium during any 17(30) day notice period after thousand however, the entire balance may be paid in full without any additional premium during any 17(30) day notice period after thousand however, the established the interest rate is to be escalated. (5) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, his resources and assigns of the ASSOCIATION and OBLIGOR, his resources and assigns of the ASSOCIATION and OBLIGOR. In the presence of: (SEAL) (SEAL	eted twenty per centum (20%) of the original principal bala	ance assumed. Further privilege is reserved to pay in excess of twenty
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 sideration of One dollar (31.00), the receipt of which is hereby acknowledged, I (tye), the undersigned(s) as transferring OBLIGAR(S) ATE OF SOUTH CAROLINA) Personally appeared before me the undersigned who made oath that (s) he saw Fidelity Federal Savings & Loan Association, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof. ONN to before me this ONN to before me this Agraphance (SEAL) Agraphance	ween the undersigned parties. Provided, however, the entire rty (30) day notice period after the ASSOCIATION has given (5) That all terms and conditions as set out in the note and	balance may be paid in full without any additional premium during any written notice that the interest rate is to be assoluted
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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 subscriber of the presence of: H. J. Nartin (SEAL) JOENSELL ASSUMING OBLIGOR(S) In consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (ye), the undersigned(s) as transferring OBLIGR(S) do hereby consent to the terms of this Modification and Assumption Assumption Assumption December (April 1992) to be found thereby. H. J. Nartin (SEAL) JOE O. Charping Transferring OBLIGOR(S) ATE OF SOUTH CAROLINA) UNTY OF GREENVILLE) Personally appeared before me the undersigned who made oath that (s)he saw_Fidelity_Federal_Savings_& Loan_Association, Ribhard S. Bentz & Linda S. Bentz, H. J. Martin and Joe O. Charping ORN to before me this John Assuming OBLIGOR(S) Assuming OBLIGOR(S) FROBATE PROBATE ORN to before me this John Association of Fidelity Federal Savings & Loan_Association, Ribhard S. Bentz & Linda S. Bentz, H. J. Martin and Joe O. Charping ORN to before me this John Assuming OBLIGOR(S)	the presence of:	
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Derrobia C. Hall Joe O. Charping Transferring OBLIGOR(S) ATE OF SOUTH CAROLINA) UNTY OF GREENVILLE) Personally appeared before me the undersigned who made oath that (s) he saw_Fidelity_Federal_Savings_& Loan_Assocition, Ribhard S. Bentz & Linda S. Bentz, H. J. Martin and Joe O. Charping h, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof. ORN to before me this Jay of _iloyember19_77. Derrabia C. Hall SEAL)	Jean Dance	H. J. Martin (SEAL)
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Denatia C. Hair (SEAL) ary Public for South Carolina (SEAL)	tion, Ribhard S. Bentz & Linda S. Bentz, H. n., seal and deliver the foregoing Agreement(s) and that (s) he	. J. Martin and Joe O. Charning
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	tary Public for South Carolina (SEAL) commission expires: //-/2-79	- July James