

101 E. Washington  
Greenville S.C. FILED  
GREENVILLE CO. S. C.

BOOK 1435 PAGE 730

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DONNIE S. TANKERSLEY  
R.M.C.  
RILEY & RILEY, Attorneys

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION  
GREENVILLE, SOUTH CAROLINA  
MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Loan Account No. \_\_\_\_\_

WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the ASSO-  
CIATION is the owner and holder of a promissory note dated February 3, 1978, executed by Jeanette Sullens  
Charles DiPietro & Anna DiPietro in the original sum of \$ 24,000.00 bearing  
interest at the rate of 8-1/2 % and secured by a first mortgage on the premises being known as  
518 Hudson Rd., Greenville, S.C., which is recorded in the RMC office for  
Greenville County in Mortgage Book 1359, page 639, 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 8-1/2 % to a present  
rate of 9 %.

NOW, THEREFORE, this agreement made and entered into this 22nd day of May, 1978, by and between  
the ASSOCIATION, as mortgagee, and Heyward O. Smith  
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 \$ 23,235.32\*\*; that the ASSOCIATION is presently increas-  
ing the interest rate on the balance to 9 %. That the OBLIGOR agrees to repay said obligation in monthly installments  
of \$ 228.02 each with payments to be applied first to interest and then to remaining principal balance due from month to  
month with the first monthly payment being due June 1, 1978.
- (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 22nd day of May, 1978.

In the presence of:

[Signature]  
[Signature]

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION  
BY: [Signature] (SEAL)  
[Signature] (SEAL)  
\_\_\_\_\_  
Assuming OBLIGOR(S) (SEAL)

\*\* This amount being reduced  
immediately at closing to  
\$18,000.00.

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.

In the presence of:

[Signature]  
[Signature]

[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)  
\_\_\_\_\_  
Transferring OBLIGOR(S) (SEAL)

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

Personally appeared before me the undersigned who made oath that (s)he saw Charles DiPietro and  
Anna DiPietro

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  
22nd day of May, 1978

[Signature] (SEAL)  
Notary Public for Massachusetts  
My commission expires: 12/22/83

[Signature]  
Witness Karen L. Legrow

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