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GREENVILLE CO. S. C.
OCT 25 7 36 PM '78
DONNIE S. TANKERSLEY
R.H.C.

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 17 June 1977, executed by Ted W. Rodgers
in the original sum of \$28,800.00 bearing
interest at the rate of 8 3/4 % and secured by a first mortgage on the premises being known as 25 acres, Route
8, Sunset Drive, Greenville, South Carolina, which is recorded in the RMC office for
Greenville County in Mortgage Book 1401, page 718, 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 3/4 % to a present
rate of 9 %.

NOW, THEREFORE, this agreement made and entered into this 24th day of October, 1978, by and between
the ASSOCIATION, as mortgagee, and John Raymond Tyndall
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 \$28,347.11; 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 \$243.61 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 1 November, 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 24th day of October, 1978

In the presence of:

Quinnell J. Strange
Cynthia D. Ballard

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION
BY: Thomas M. Patrick, Jr. (SEAL)
Thomas M. Patrick, Jr., Attorney (SEAL)

John R. Tyndall (SEAL)
John Raymond Tyndall (SEAL)
Assuming OBLIGOR(S)

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:

Quinnell J. Strange
Cynthia D. Ballard

Ted W. Rodgers (SEAL)
Ted W. Rodgers (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 Ted W. Rodgers, John Raymond
Tyndall, and Fidelity Federal Savings & Loan, by Thomas M. Patrick, Jr.
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

24th day of October, 1978
Cynthia D. Ballard (SEAL)
Notary Public for South Carolina
My commission expires: Nov. 19, 1986

Quinnell J. Strange

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