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GREENVILLE
S.C.

MODIFICATION AND ASSUMPTION AGREEMENT

WITH RELEASE

WHEREAS, on the 30th day of June, 1980,

DAVID C. BROWN, made a mortgage loan to James L. Keese and Zelpha H. Keese covering Lot 129 on Wilburn Ave., Westview Hghts.

in the original sum of \$ 23,000.00 for _____ years with monthly payments thereon at the rate of \$ 206.95 per month, with interest at the rate of Nine (9) % per annum, the mortgage being recorded in the RMC office for Greenville County in Mortgage Book 1506, Page 763, and;

WHEREAS, the said property is now owned by LAURA (ZELPHA) H. KEESE known as Seller(s) who have sold said property to the undersigned Purchaser(s) and said Purchaser(s) desire to assume and agree to pay remaining indebtedness and perform all the obligations set out in said mortgage, ~~and the undersigned Purchaser(s) hereby release the Seller(s) from personal liability and discharge the Seller(s) from the mortgage and all obligations thereon to the extent of the purchase price of the property and the Seller(s) hereby release the Seller(s) from personal liability and discharge the Seller(s) from the mortgage and all obligations thereon to the extent of the purchase price of the property~~

NOW, THEREFORE, this agreement made and entered into this 17th day of May, 1984, by and between David C. Brown and PETER J.

EMANUEL the assuming Purchaser(s), for and in consideration of the premises and other good and valuable consideration, the undersigned Purchaser(s) hereby assume and agree to pay the remaining indebtedness evidenced by the Note and Mortgage and to perform all of the obligations provided therein, it being agreed and

understood that as of this date said indebtedness is Twenty one thousand, sixty three dollars & thirty five cents (\$21,067.34), and that the interest rate is Nine (9) % with monthly payments of \$ 206.95 and that in all other respects, all terms and conditions of said Note shall remain in full force and effect, and that undersigned Mortgagee hereby releases and discharges the Seller(s) from personal liability upon said indebtedness.

That the assumption by said Purchaser(s) bind them jointly and severally, their heirs, successors and assigns.

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