

FILED  
GREENVILLE O.S.C.  
JAN 23 4 10 PM '79  
DONNIE S. TANKERSLEY  
R.H.C.

10365

LATIMER & WYLIE  
Attorneys at Law  
700 E. North St., Suite 3  
Greenville, S.C. 29601

VCL 68 PAGE 884

PAID AND RECORDED IN  
BOOK 1455 PAGE 884  
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION  
BY *V.W. Chiles* ASST. SEC.

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION  
GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

*Donnie S. Tankersley*  
R.H.C.

Loan Account No. 39858

WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the ASSOCIATION, is the owner and holder of a promissory note dated September 22, 1978, executed by Gary R. Waggoner and Donna R. Waggoner in the original sum of \$8,250.00 bearing interest at the rate of 9 % and secured by a first mortgage on the premises being known as Lot 28, Browning Road, Boiling Springs Estates, which is recorded in the RMC office for Greenville County in Mortgage Book 1445 page 715 and 1452 recorded in 397, 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 9 % to a present rate of 9 %.

NOW, THEREFORE, this agreement made and entered into this 18th day of January, 19 79, by and between the ASSOCIATION, as mortgagee, and John C. Harmon, Jr. and Kathie R. Harmon 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 \$7,919.38; that the ASSOCIATION is presently increasing the interest rate on the balance to 9 %. That the OBLIGOR agrees to repay said obligation in monthly installments of \$171.26 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 February, 1, 19 79.  
(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 18th day of January, 19 79.

In the presence of:

*Shelby C. Latimer*  
*Phyllis J. Chappell*

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION  
BY: *John C. Harmon, Jr.* (SEAL)  
*Kathie R. Harmon* (SEAL)  
Kathie R. Harmon (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 OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement.

In the presence of:

*Shelby C. Latimer*  
*Phyllis J. Chappell*

*Gary R. Waggoner* (SEAL)  
*Donna R. Waggoner* (SEAL)  
Donna R. Waggoner (SEAL)

FILED  
SEP 26 1979  
GREENVILLE CO. S.C.  
2 35 PM '79  
DONNIE S. TANKERSLEY  
R.H.C.

4328 RV-2