

GREENVILLE, CO. S. C.

JUN 10 4 23 PM '76

DONNIE S. TANKERSLEY  
R.M.C.

BOOK 79 151

BOOK 1339 PAGE 329

RECORDING FEE  
PAID \$ 1.00

9 15 1976

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION  
GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT 07-

Loan Account No. 34930

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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 June 9, 1975, executed by Marvin O. Cooper in the original sum of \$ 32,800.00 bearing interest at the rate of nine (9) % and secured by a first mortgage on the premises being known as Lot 190 Forrester Woods, Section IV, Greenville County, South Carolina, which is recorded in the BMC office for Greenville County in Mortgage Book 1341 page 319, 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~~ decreased from ~~9%~~ to a present rate of 8-3/4 %, and can be escalated as hereinafter stated

monthly installment payments may be adjusted in proportion to increases in interest rates or above the obligation or to reduce in full in substantially the same time as would have occurred prior to any escalation in interest rate.

(3) 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.

(4) 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.

(5) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 9th day of June, 1976.

In the presence of:  
George H. Funderburk (SEAL)  
Elizabeth B. Johnson (SEAL)

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION  
10753 BY: [Signature] (SEAL)

REC'D S.C.  
JUN 10 11 06 AM '76  
TANKERSLEY

JAN 10 1983

[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)  
Assuming OBLIGOR(S)

CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S)

In consideration of Fidelity Federal Savings and Loan Association's consent as 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 and agree to be bound thereby.

In the presence of:  
George H. Funderburk (SEAL)  
Elizabeth B. Johnson (SEAL)  
[Signature] (SEAL)  
Transferring OBLIGOR(S)

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) PROBATE

Personally appeared before me the undersigned who made oath that (s)he is a Lending Association, Assuming Obligors and Transferring Obligor sign, seal and believe the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this 9th day of June, 1976  
Elizabeth B. Johnson (SEAL)  
Notary Public for South Carolina  
My commission expires: 5-19-79  
George H. Funderburk

RECORDED JUN 10 '76 AT 4:23 P.M. 32233

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