82 1451290 800X FILED GREENVILLE CO. S. C. BOOK 1499 PAGE 417 Aug 31 12 17 PH '83 ARC 2 39 PH '80 DONNIE S. FANALRSLEY R.H.C POSSERIA AMERICA FEGERAL CONNECTIONS CONTROLLEY FEDERAL SAVINGS AND LOAN ASSOCIATION GREENVILLE, SOUTH CAROLINA MODIFICATION & ASSUMPTION AGREEMENT Formerly Fidelity Federal Saving and desouth Carolina 7298 Ameallel Barnie B. Innkerely 1800 Loan Account No. 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 November 27, 1978, executed by B. Perry Woodside III and Olivia W. Woodside in the original sum of \$50,000.00 bearing 27, 1978, executed by B. Perry
in the original sum of \$ 50,000.00 bearing interest at the rate of 10½ % and secured by a first mortgage on the premises being known as Lot 19, Aberdeen Drive, Greenville County, S. C. which is recorded in the RMC office _, гаде_284 Greenville County in Mortgage Book 1451, page 284, 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 102, 6 to a present NOW, THEREFORE, this agreement made and entered into this 28 day of March 1980, by and between the ASSOCIATION, as mortgagee, and Philip Lewis 'Spangler and Patricia Woods Spangler as assuming OBLICOR, WITNESSETH: In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is bareby acknowledged, the undersigned parties agree as follows:

(1) That the loan foliance at the time of this assumption is \$49.665.81; that the ASSOCIATION is presently increas-of \$ 448.06 each with payments to be applied first to interest and then to remaining principal balance due from month to mouth with the first monthly payment being due _April 1. (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

1328 W.Z.