## FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

## MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA	Loan Account No.
COUNTY OF GREENVILLE	
CIATION is the owner and holder of a promissory note dated	February 28, 1972, executed by
interest at the rate of eight (8%) and secured by a first m	in the original sum of \$16,150.00 bearing nortgage on the premises being known as Lot 34, Mayfair
Tane Greenville, S. C. Holmes Acres	which is reported in the RMC office for
assumption of the mortgage loan, provided the interest rate or	page 548, title to which property is now being transferred sume said mortgage loan and to pay the balance due thereon; and er of ownership of the mortgaged premises to the OBLIGOR and his in the balance due is increased from Cight (8%)—% to a present
rate of eight—(8%)—%, and can be escalated as herein	to this —7— day of —April——, 1973—, by and between
the ASSOCIATION, as mortgagee, and Roy-F-Holco as assuming OBLIGOR,	mbe_and_Marilyn_J_ Holcombe
	VESSETH:
In consideration of the premises and the further sum of \$1.0 hereby acknowledged, the undersigned parties agree as follows:  (1) That the loan balance at the time of this assumption	oo paid by the ASSOCIATION to the OBLIGOR, receipt of which is is \$15,777.03; that the ASSOCIATION is presently increased OBLIGOR agrees to repay said obligation in monthly installments
of \$ 135.09 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 May 1  (2) THE UNDERSIGNED agree(s) that the aforesaid rate of the ASSOCIATION has increased to the maximum rate ner	te of interest on this obligation may from time to time in the discretion approxy permitted to be charged by the then applicable South Carolina;
law. Provided, however, that in no event shall the maximum rathe balance due. The ASSOCIATION shall send written notice OBLIGOR(S) and such increase shall become effective thirty monthly installment payments may be adjusted in proportion in full in substantially the same time as would have occurred (3) Should any installment payment become due for a perinch that the content of the perincipal payments do not in any two ments, including obligatory principal payments do not in any two contents are content of the payments and principal by the content of the principal payments.	te of interest exceed eight (8%) (8)% per annum on the of any increase in interest rates to the last known address of the company of the second of the company of the second of the company escalation in interest rate.  In a second of the principal balance assumed providing that such paying the company of the assumption of the principal balance assumed providing that such paying the company of the second of
months interest on such excess amount computed at the then proceed the undersigned parties. Provided, however, the entire thirty (30) day notice period after the ASSOCIATION has give (5) That all terms and conditions as set out in the note an	he successors and assigns of the ASSOCIATION and OBLIGOR, his
In the presence of:	жиния и — — — — — — — — — — — — — — — — — —
Michael (1210 Olman	Assuming Assuming Assuming Assuming All
freques 6. freezantes	Fidelity Federal Savings & Loan (SEAL)
	BY: Michael O. Hallman (SEAL)
	T OF TRANSFERRING OBLIGOR(S)
onsideration of Fidelity Federal Savings and Loan Ass consideration of One dollar (\$1.00), the receipt of which is he GOR(S) do hereby consent to the terms of this Modification an	sociation's consent to the assumption outlined above, and in further ereby acknowledged, I (we), the undersigned(s) as transferring OBLI- and Assumption Agreement and agree to be bound thereby.
In the presence of:	Charles R. Knight (SEAL)
Marcha J. Clary	Stephen 7. Mught (SEAL)
Michael O Hellman	(SEAL)
	Transferring OBLIGOR(S)
STATE OF SOUTH CAROLINA )	PROBATE
COUNTY OF GREENVILLE)	Stephen L. Knight, Charlene R. G. and Fidelity Federal Savings &
Loan Association to Loande and Marilyn	he with the other subscribing witness witnessed the execution thereof.
SWORN to before me this  April  19 73	
Notary Public for South Carolina My commission expires: 1/12/81	Michael () Tallman
Modification & Assumption Agreement Reco	orded April 9, 1973 at 5:00 P.H., # 28644