

FILED
GREENVILLE CO. S. C.

BOOK 1384 PAGE 259

DEC 1 3 41 PM '76

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C. LOAN MODIFICATION AND
ASSUMPTION AGREEMENT

This agreement made this 30th day of November, 1976, between Carolina Federal Savings and Loan Association of Greenville, South Carolina, a corporation chartered under the laws of the United States, hereinafter called the "Association", and Irvine Street Realty Corp.

hereinafter called the "Purchaser."

WITNESSETH:

Whereas, the Association is the owner and holder of a promissory note dated October 24, 1972, executed by Fred Philip Gibson and Anne H. Gibson in the original amount of \$ 24,400.00 and secured by a mortgage on the premises known and designated as Lot 42, Delmar Drive, Brentwood, Simpsonville said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1254 at page 314; and

Whereas, the present owner of the aforesaid property desires to convey the same to the Purchaser who desires to assume the mortgage indebtedness and has requested the written consent of the Association to said transfer, pursuant to the aforesaid mortgage, which consent the Association has agreed to grant, provided the terms of the indebtedness are modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter expressed it is understood and agreed as follows:

1. The principal indebtedness now remaining unpaid on said loan is \$ 23,127.56, the interest rate from the date hereof shall be 8 % per annum, and the said unpaid principal and interest shall be payable in monthly installments of \$ 188.05 each on the first day of each month hereafter until the principal and interest are fully paid; the balance of said principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1998.
2. All terms and conditions of the said promissory note and the said mortgage which it secures (which are incorporated herein by reference) shall continue in full force except as expressly modified by this agreement.
3. The Purchaser assumes and agrees to pay the indebtedness in accordance with the terms of said note and said mortgage as the same are modified by this agreement, and the Association hereby consents to the transfer of said property to the Purchaser and to said assumption.
4. This agreement shall bind the heirs, the executors, the administrators, the successors, and the assigns of the Association and of the Purchaser, respectively.

IN WITNESS WHEREOF, the Association has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer, and the Purchaser has hereunto set his/her/their hand and seal, or, if the Purchaser be a corporation, has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer(s) on the date and year above written.

In the Presence of:

Ann S. Huckabee
As to the Association

Olivia B. Norris
As to the Purchaser

Nicholas P. Mitchell
As to the Purchaser

CAROLINA FEDERAL SAVINGS AND
LOAN ASSOCIATION

By Donald H. Reff (L.S.)
Vice President

IRVINE STREET REALTY CORP.
By Richard W. Locke (L.S.)
President

By H. Samuel Stilwell (L.S.)
Secretary

Richard W. Locke
Richard W. Locke, Individually

H. Samuel Stilwell
H. Samuel Stilwell, Individually

Hayward R. McConnell
Hayward R. McConnell, Individually

LOAN MODIFICATION AND ASSUMPTION AGREEMENT

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