PREERVILLE CO. S. C 2011 CAROLINA 2011 CREENVILLE SOUTH CAROLINA

WHEREAS First Federal Savings and Loan Association of Greenville, South Carolina, Erreinafter referred to as the ASSOCIATION, is the owner and bodier of a promision not chard. February 5, 1974. **Recented by C. S. WHI Ingham & Greenellto 4, Williamplem	MODIFICATION & ASSUMPTION AGREEMENT	
WHEREN FIRST Relead Nations and Loun Association of Greenville, South Caroline, Investofive referred to as a MSSOCIATION, is the course and holder of a promitony note dated. February 5, 1974. ASSOCIATION, is the course and holder of a promitony note dated. February 5, 1974. ASSOCIATION is the course and holder of a promitony note dated. February 5, 1974. In the original summary of the course of the cou		Loan Account No.
ASSOCIATION, is the coarser and holder of a promisory note dated February 5, 1974 in the original sum- recorded by C. S. MILLI anglora. 6 George 116-7. ELLILING harm J. 24,800.00 packed in full on or before twicker 12 months from solid date, together with interest thereon con puted and packed monthly at the rate of 9.00	COUNTY OF GREENVILLE	
24,800,00 payable in full on or before twelve 12 months from said date, tosether with interest thereon con puted and payable monthly at the rate of 2.00 payable flowers at the terminal County in montpayable Road payable monthly at the Indiana before the other months and payable monthly at the Indiana deal protect at the surface and payable monthly at the Indiana deal protect at the Indiana deal payable monthly at Indiana deal paya		
payable monthly at the rate of \$2.00	ASSOCIATION, is the owner and holder of a promissory ι	note dated February 5, 1974
particle and payable monthly at the rate of 9.00	executed by C. S. Willingham & Carmella T. W	illingham All in the original sum of
premies being known as 1.01 & Wilson Road 5, James Road 4		
recorded in the RMC office for Greenille Counts in montone book. 1301. page 208 tills to whis majorate is now believe transferred to the undersigned OBLEGOR 8, who has have agreed to assume still nontaging lean at a pax the balance due therron; and MIERRAS the ASSOCIATION has agreed to still namefor of conserving of the mortgage lean at a pax the balance due therron; and MIERRAS, it is now desired by the parties hereto to convert the still born to a permanent four with being amended so to provide for a payment period of approximately. 29		
integraty is now being transferred to the undersigned OBLIGOR 8 who has have agreed to assume said mortgage foun at one part he labate the terrorist and WHEREAS the ASSOCIATION has agreed to said transfer of ownership of the mortsaged premises to the assumption of the mortgage lean; and WHEREAS, it is now desired by the parties hereto to convert the said barn to a permanent from with being amended so to provide for a payment period of approximately 29 — years, with payment thereon at the rate of \$1.192.15 are mouth, including interest thereon at the rate of \$1.50 if per amount, to be computed and paid monthly. NOW THEREFORE, in consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to dissuming OBLIGOR, receipt of which is bereaty acknowledged, the undersigned parties agree as follows: 11. That the loon balance at the time of this assumption is \$2.24,800.00; that the assuming OBLIGOR agree or repay said obligation in mortally not allowed and then to remaining principal balance due from mouth to mouth with the fin nouthly payment being due		
DILLIGOR and his assumption of the mortgage loan; and WHEREAS, it is now desired by the parties hereto to convert the said both to a permanent both with being amended so to provide for a payment period of approximately 29 years, with payment thereon at the rate of \$192.15 er month, including interrect thereon at the rate of \$8.50 years, with payment thereon at the rate of \$192.15 er month, including interrect thereon at the rate of \$8.50 years, with payment thereon at the rate of \$192.15 years must be interested by the ASSOCIATION to the issuming OBLIGOR, are eipt of which is berely acknowledged, the undersigned parties agree as follows: 11 That the loan behave at the time of this assumption is \$2.24.800.00 years afollows: 12 That the loan behave at the time of this assumption is \$2.24.800.00 years afollows: 13 Printing of \$1.50 years anomal and then to remaining principal behaves due from month to month with the fit northly payment being due \$2.50 years are privately payment being due \$2.50 years are privately payment being due \$2.50 years are privately payment of the payments of \$2.50 years are privately payment being due \$2.50 years are privately payment of the payments of \$2.50 years are payment being due \$2.50 years are payment to payment being due \$2.50 years are payment to payment being due to the vector of the payment of the payment payment being due to the payment of the payment payment payment payment payments of payments in landing obligatory principal payment due to in any twelve \$12 month period beginning on the anniversary of the conjugated privately albanea assumed upon payment to the ASSOCIATION of a private source of the payment between the understand principal balance assumed upon payment of the ASSOCIATION of a private source of this Agreement. Section of the parties hereto have set their hands and sensition on fined above, and in furth consideration of the dollar \$100 years of the payment of the parties hereto have set their hands and seals this \$15.1 day of \$2.00 years to be bound direct	property is now being transferred to the undersigned OBLI to pay the balance due thereon; and	[GOR S), who has chave—agreed to assume said mortgage loan and
to provide for a poyment period of approximately 29 years with payment thereon at the rate of \$.192.15 yer month, including interrest thereon at the rate of 8.50 7 per annum, to be computed and paid monthly. XOW THEREFORE, in consideration of the premises and the further sum of \$1.90 paid by the ASSOCIATION to the issuming OBLIGOR receipt of which is breely acknowledged, the undersigned parties agree as follows: 1 That the loan halance at the time of this assumption is \$ 24,890.00 that the assuming OBLIGOR agree to repay said obligation in monthly installments of \$ 192.15	OBLIGOR and his assumption of the mortgage loan; and	
ret month, including interest theiron at the rate of8,50// per annum. To be computed and poid monthly. NOW THEREIORE, in consideration of the premises and the further sum of \$130 paid by the ASSOCIATION to distanting OBLIGORE, in consideration of the premises and the further sum of \$130 paid by the ASSOCIATION to distanting to which is hereby acknowledged, the madesigned parties agree, as follows: 1 That the loon balance at the time of this assumption is \$_24,800,00; that the assuming OBLIGOR agree or repay sold obligation in monthly installment to \$_192,15, acts with payments to be applied first to intered in the rate of8,50//; per annum and then to remaining principal balance due from month to month with the fit monthly payment being due		
SONE THEREFORE. In consideration of the premises and the further sum of \$1.00 poid by the ASSOCIATION to dissuming 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 \$.24,800.90; that the assuming OBLIGOR agree of repay said obligation in morably installments of \$.192.15	•	
o repay said obligation in monthly installments of \$_192.15	NOW THEREFORE, in consideration of the premisesuming OBLIGOR, receipt of which is hereby acknowled	ses and the further sum of \$1.90 paid by the ASSOCIATION to the lgcd, the undersigned parties agree as follows:
in the rate of 8, 50 % per annum and then to remaining principal balance due from month to month with the firmonthly parment being due 82 % Month are installment parment become due for a period in excess of *15 % fifteen days, the ASSOCIATION may exect a "LATE CHARGE" not to exceed an amount equal to five per centum 5% of any such past due installment payments. So the obligor to make additional payments on the principal balance assumed providing that survayments including obligatory principal payments do not in any trerke 12 month period beginning on the anniversary of the surprising excess of twenty per centum 20% of the original principal balance assumed upon payment to the ASSOCIATION of a printing equal to six 6 months interest on such excess amount computed at the then prevailing rate of interest according to the runs of this agreement between the understened parties. (4) That all terms and conditions as set out in the note and naortgage shall continue in full force, except as modific spressly by this Agreement. (5) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and assumin BILIGOR, his heirs, successors and assigns. IN WITERS WHEREOF the parties hereto have set their hands and seals this 1st day of 20 minutes of the parties hereto have set their hands and seals this 1st day of 20 minutes of the parties of the parties hereto have set their hands and seals this 1st day of 20 minutes of the parties of the part		
12 Should any installment parment become due for a period in excess of 15 fifteen days, the ASSOCIATION may come of a "LATE CHARGE" not to exceed an amount equal to five per centum 5% of any such past due installment payment 3 Privilege is reserved by the obligor to make additional payments on the principal balance assumed providing that sus assuments including obligatory principal payments do not in any twelve 12 month period beginning on the anniversary of the summinion equal to six 6 months interest on such excess amount computed at the then prevailing rate of interest according to the critical principal balance assumed upon payment to the ASSOCIATION of a principal balance assumed upon payment to the ASSOCIATION of a principal balance assumed upon payment to the ASSOCIATION of a principal balance assumed upon payment to the ASSOCIATION of a principal balance assumed upon payment to the ASSOCIATION and assuming of this agreement between the understaned parties. 4: That all terms and conditions as set out in the note and naorigage shall continue in full force, except as modific supersity by this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and assuming BILIGOR, his heirs, successors and assigns. IN WITNESS WHERIOT the parties hereto have set their hands and seals this 15.t. day of Nav 19.72 in the presence of: FIGHT FEDERAL SAXINGS & LOAN ASSOCIATION BY LAULED ASSOCIATION and in furth onsideration of One dollar \$150. The receipt of which is hereby acknowledged. I we, the undersigned as transferring BILIGOR S do hereby consent to the terms of this Modification and Assumption Agricument and agree to be bound thereby an accessing the property of the parties of the substitute of the consideration of One dollar \$150. The receipt of which is hereby acknowledged. I we, the undersigned as transferring BILIGOR S do hereby consent to the terms of this Modification and Assumption Agricument and agree to be local to the property of the parties of the parties of the parties o	o repay said obligation in monthly installments of $\$_192$	each with payments to be applied first to interest
(2) Should any installment payment become due for a period in excess of 15. Inteen days the ASSOCIATION has cet a "LATE CHARGE" not to exceed an amount equal to five per centum 5°; and as such pay due installment payment 3. Privilege is re-creed by the obligor to make additional payments on the principal balance assumed providing that susumption exceed twenty per centum 20°; of the original principal balance assumed beginning on the anniversary of the summation exceed twenty per centum 20°; of the original principal balance assumed. Further privilege is reserved to pay mess of twenty per centum 20°; of the original principal balance assumed. Further privilege is reserved to pay mess of twenty per centum 20°; of the original principal balance assumed upon payment to the ASSOCIATION of a principal balance assumed upon payment to the ASSOCIATION of a principal balance assumed upon payment to the ASSOCIATION of a principal balance assumed upon payment to the assOCIATION of a principal balance assumed upon payment to the assOCIATION of a principal balance assumed upon payment to the assOCIATION of a principal balance assumed upon payment for the original principal balance assumed upon payment to the ASSOCIATION of a principal balance assumed upon payment in the force except as modific surgests by this Agreement. (4) That all terms and conditions as set out in the note and naorigage shall continue in full force, except as modific surgests by this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and assuming BLIGOR, his heirs, successors and assigns. IN WITNESS WHERLOF the parties hereto have set their bands and seals this 15.t. day of	it the rate of $\frac{8.50}{6}$ for annum and then to ren	raining principal balance due from month to month with the first
CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of First Federal Savings and Loan Association's consent to the assumption outlined above, and in furtheousideration of One dollar \$1.00°, the receipt of which is hereby acknowledged. I we, the undersigned as a transferring OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby not provided by the consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby acknowledged. I we, the undersigned as transferring OBLIGOR(S) as transferring OBLIGOR(S) [SEAI]	23 Privilege is reserved by the obligor to make add bayments, including obligatory principal payments do not assumption exceed twenty per centum 20% of the original excess of twenty per centum 20% of the original principal equal to six (6 months interest on such excess amorems of this agreement between the undersigned parties. (4) That all terms and conditions as set out in the expressly by this Agreement. (5) That this Agreement shall bind jointly and seven DBLIGOR, his heirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have see	Ito five per centum [57] of any such past due installment payment, itional payments on the principal balance assumed providing that such in any twelve [12] month period beginning on the anniversary of the inal principal balance assumed. Further privilege is reserved to pay in all balance assumed upon payment to the ASSOCIATION of a presum computed at the then prevailing rate of interest according to the note and mortgage shall continue in full force, except as modified ally the successors and assigns of the ASSOCIATION and assuming at their hands and seals this [1st] day of [20] [20] [20] [20] [20] [20] [20] [20]
OBLIGOR'S do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby the presence of: (SEAI (SEAI (SEAI (SEAI (SEAI (SEAI (SEAI) (SEAI) (SEAI (SEAI (SEAI) (SEAI) (SEAI (SEAI (SEAI) (SEAI (SEAI (SEAI (SEAI) (SEAI (CONSENT AND AGREEMEN	TOWN WOLLD (SEAL) Assuming OBLIGOR(S) NT OF TRANSFERRING OBLIGOR(S)
(SEAI Transferring OBLIGOR(S) FROBATE Personally appeared before me the undersigned who made oath that 's he saw First Federal Savings & Loadsoc, by Claude P. Hudson, Agent, Marvin Larry Waddell, May D. Waddell and C. S. ign, seal and deliver the foregoing Agreement's and that 's he with the other subscribing witness witnessed the execution	onsideration of One dollar SLOO , the receipt of which i	is hereby acknowledged. I (we, the undersigned) as transferring diffication and Assumption Agreement and agree to be bound thereby.
Transferring OBLIGOR(S) STATE OF SOUTH CAROLINA PROBATE OUNTY OF GREENVILLE Personally appeared before me the undersigned who made oath that sche saw First Federal Savings & Loadssoc. by Claude P. Hudson, Agent, Earvin Larry Waddell, Kay D. Waddell and C. S. ign, seal and deliver the foregoing Agreement's and that is he with the other subscribing witness witnessed the execution		
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PROBATE OUNTY OF GREENVILLE Personally appeared before me the undersigned who made oath that sche saw First Federal Savings & Loadsoc. by Claude P. Hudson, Agent, Earvin Larry Waddell, Kay D. Waddell and C. S. ign, scal and deliver the foregoing Agreement's and that is he with the other subscribing witness witnessed the execution		(SEAL)
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	Personally appeared before me the undersigned who raised. by Claude P. Hudson, Agent, Marvign, scal and deliver the foregoing Agreement's and that	vin Larry Waddell. Kay D. Waddell and C. S.

SWORN to before me this

SEAL)

Notary Public for South Carolina My commission expires: 9-10-79

2/15/74 WB

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