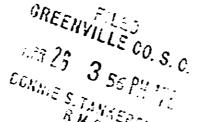
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FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

	Loan Account No.
STATE OF SOUTH CAROLINA	INAL SECOND STOP
COUNTY OF GREENVILLE	1000
WHEREAS Fidelity Federal Savings and Loan Association of G CIATION, is the owner and holder of a promissory note dated ————	December 21, 1975 executed by Charles A. Senn in the original sum of \$27,000.00 bearing
0	in the original sum of \$
interest at the rate of 9 % and secured by a first mortgag	ge on the premises being known as, which is recorded in the RMC office for
Unit 17-B Briarcreek Condommunis	002 Which is recorded in the Role of the lost
Greenville County in Mortgage Book 1357, page to the undersigned OBLIGOR(S), who has (have) agreed to assume so WHEREAS the ASSOCIATION has agreed to said transfer of o assumption of the mortgage loan, provided the interest rate on the book of the mortgage loan, provided the loan of the book of the mortgage loan of the mortgage loan of the book of the mortgage loan of the loan	ownership of the mortgaged premises to the OBLIGOR and his calance due is increased from
rate of 8.75 %, and can be escalated as hereinafter	stated.
NOW, THEREFORE, this agreement made and entered into this	1011 Lay of April, 19, by and between
the ASSOCIATION. as mortgagee, andL. S. Wenck	***************************************
as assuming OBLIGOR. WITNESS	SETH:
- 24t - fundban sum of \$100 poid	the the ASSOCIATION to the OBLIGOR, receipt of which is
hereby acknowledged, the undersigned parties agree as 101008:	2,800,00; that the ASSOCIATION is presently increas-
ing the interest rate on the balance to 8.75	JGOR agrees to repay said obligation in monthly installments
are 180.67 each with navments to be applied first to inte	erest 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 it of the ASSOCIATION be increased to the maximum rate per annum	permitted to be charged by the then applicable South Carolina
law. Provided, however, that in no event shall the maximum rate of it the balance due. The ASSOCIATION shall send written notice of a OBLIGOR(S) and such increase shall become effective thirty (30) monthly installment payments may be adjusted in proportion to increase in full in substantially the same time as would have occurred prior to (3) Should any installment payment become due for a period in "LATE CHARGE" not to exceed an amount equal to five per centure (4) That all terms and conditions as set out in the note and more this Agreement. (5) That this Agreement shall bind jointly and severally the such heirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their hand	interest exceed eight & three-fourilis)% per annum on any increase in interest rates to the last known address of the days after written notice is mailed. It is further agreed that the rements in interest rates to allow the obligation to be retired to any escalation in interest rate. excess of (15) fifteen days, the ASSOCIATION may collect a m (5%) of any such past due installment payment. tragge shall continue in full force, except as modified expressly by ressers and assigns of the ASSOCIATION and OBLIGOR, his
In the presence of:	FIDELITY FEDERAL SPINGS & LOAN ASSOCIATION BY: (SEAL) by John G. Cheros, as agent (SEAL)
Nac 7). Can	(SDAD)
	(SEAL)
	Assuming OBLIGOR(S) (SEAL)
CONSENT AND ACREEMENT OF In consideration of Fidelity Federal Savings and Loan Association consideration of One dollar (\$1.00), the receipt of which is hereby GOR(S) do hereby consent to the terms of this Modification and Ass In the presence of: Aurisan Dau H. Clauk	on's consent to the assumption outlined above, and in further
	(SEAL)
•	Transferring OBLIGOR(S)
STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE) Personally appeared before me the undersigned who made oath assuming obligor and the transferring obligor sign, seal and deliver the foregoing Agreement(s) and that (s)he with SWORN to before me this 16th day of April 1976	th the other subscribing witness witnessed the execution thereof.
Notary Public for South Carolina My commission expires: 4/7/79	Deboral 21. Garrison

RECORDED APR 26 '76 At 3:56 P.M.

27567