

AUG 3 10 40 AM '76

DONNIE S. TANKERSLEY  
SOUTHERN BANK & TRUST COMPANY  
Greenville, South Carolina

BOOK 1374 PAGE 449

ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

WHEREAS, Southern Bank & Trust Company, hereinafter referred to as the Lender, is the owner and holder of a promissory note dated February 20, 1976, in the original sum of Seventeen Thousand Four and No/100 (\$17,004.00) Dollars, bearing interest at the rate of seven (7%) per cent per annum add on and secured by a first mortgage on the premises being known as Tract No. 1 on plat of property of W. A. Farr, dated September 5, 1939, containing 3.6 acres on Old Hunts Bridge Road which is recorded in the R.M.C. Office for Greenville County in Mortgage Book 1360, Page 629, title to which property is now being transferred to the undersigned Obligor, who has agreed to assume said mortgage and pay the balance due thereon; and

WHEREAS, the Lender has agreed to said transfer of ownership to the mortgaged premises to the Obligor and his assumption of the mortgage loan.

NOW, THEREFORE, this agreement made and entered into this 28 day of July, 1976, by and between the Lender, as mortgagee and Heyward Harrison, the assuming Obligor,

W I T N E S S E T H:

In consideration of the premises and in the further sum of One and No/100 (\$1.00) Dollar paid by the Lender to the 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 Sixteen Thousand Four Hundred Thirty Two and 20/100 (\$16,432.20) Dollars with a payoff balance of Ten Thousand One Hundred Thirty Two and 91/100 (\$10,132.91) Dollars. That the Obligor agrees to repay said obligation in monthly installments of One Hundred Forty One and 70/100 (\$141.70) Dollars on the 15th day of each month, with the July 15, 1976, payment being immediately due and payable and with each payment being due on the 15th day of each month thereafter until paid in full.
2. Should any installment payment become past due, the Lender may collect a Late Charge of \$.05 per \$1.00 (5%) on the part of such installment representing principal amount which has become due and remains unpaid for a period in excess of ten (10) days.
3. That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified expressly by this agreement.
4. That this agreement shall bind jointly and severally the successors and assigns of the Lender and Obligor, his heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

Sandra M. Brydwell  
Arnold Wilbur

SOUTHERN BANK & TRUST COMPANY

By: Douglas R. Williams (SEAL)

By: Jerry L. Robertson (SEAL)

Sandra M. Brydwell  
XXXXXXXXXXXXXXXXXXXX

LENDER  
Jerry L. Robertson  
XXXXXXXXXXXXXXXXXXXX

Heyward Harrison (SEAL)

OBLIGOR(S)

Sandra M. Brydwell  
Arnold Wilbur

Heyward Harrison (SEAL)  
ASSUMING OBLIGOR

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