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DATE 11 March 1982

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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.H.C.

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AMERICAN FEDERAL SAVINGS AND LOAN ASSN
FOUNDER OF THE FEDERAL SAVINGS AND LOAN ASSN

Kathy Justice
Robert Mc

WITNESS

Marisa J. Lee JUN 1 1982

Donnie S. Tankersley 26755

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DONNIE S. TANKERSLEY

FIDELITY-FEDERAL SAVINGS AND LOAN ASSOCIATION
GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

Loan Account No. 39579

CG10 JUN 1 1982 005

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the ASSOCIATION, is the owner and holder of a promissory note dated March 6, 1978, executed by Jeffrey A. Hooton and Marcia G. Horton in the original sum of \$33,350.00 bearing interest at the rate of 9 % and secured by a first mortgage on the premises being known as Lot No. 25, Hampshire Hills, Lacoia Drive, Travelers Rest, South Carolina, recorded in the RMC office for Greenville County in Mortgage Book 1425, page 554, title to which property is now being transferred to the undersigned OBLIGOR(S), who has (have) agreed to assume said mortgage loan and to pay the balance due thereon; and WHEREAS the ASSOCIATION has agreed to said transfer of ownership of the mortgaged premises to the OBLIGOR and his assumption of the mortgage loan, provided the interest rate on the balance due is increased from N/A % to a present rate of N/A %.

NOW, THEREFORE, this agreement made and entered into this 26th day of January, 1979, by and between the ASSOCIATION, as mortgagee, and John S. Sizemore, Jr. and Marise E. Sizemore as assuming OBLIGOR.

WITNESSETH:

- In consideration of the premises and the further sum of \$180 paid by the ASSOCIATION 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 \$33,161.38; that the ASSOCIATION is presently increasing the interest rate on the balance to N/A %. That the OBLIGOR agrees to repay said obligation in monthly installments of 269.10 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 February 1, 1979.
 - (2) Should any installment payment become due for a period in excess of (15) fifteen days, the ASSOCIATION may collect a "LATE CHARGE" not to exceed an amount equal to five per centum (5%) of any such past due installment payment.
 - (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 ASSOCIATION and OBLIGOR.

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