

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

LOAN MODIFICATION AND ASSUMPTION  
 AGREEMENT

WHEREAS, Marie D. Meetze, of Greenville, South Carolina, hereinafter referred to as the Mortgagee, is the owner and holder a promissory note dated November 25, 1975, executed by James M. Owings, in the original sum of \$53,000.00, bearing interest at the rate of Eight (8%) per cent and secured by a first mortgage on the premises being known as 902 East Washington Street, Greenville, South Carolina, which is recorded in the RMC Office for Greenville County in Mortgage Book 1354, Page 423, title to which property is now being transferred to the undersigned Obligor, who has agreed to assume said mortgage loan and to pay the balance due thereon; and

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

NOW, THEREFORE, this agreement made and entered into this 28<sup>th</sup> day of September, 1976, by and between Mortgagee and C. Douglas Wilson, Inc., as assuming Obligor,

W I T N E S S E T H :

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 In consideration of the premises and the further sum of \$1.00 paid by the Mortgagee to the Obligor, the receipt of which is hereby acknowledged, the undersigned parties agree as follows:

(1) That the loan balance at the time of this assumption is \$50,014.46. That the Obligor agrees to repay said obligation in monthly installments of \$643.04 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 November 5, 1976.

(2) 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.

(3) That this Agreement shall bind jointly and severally the successors and assigns of the Mortgagee and Obligor, his heirs, successors and assigns.