

JAN 23 4 10 PM '79

DENNIS S. TAYLOR

1455 PAGE 871

## FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

## MODIFICATION &amp; ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Loan Account No. \_\_\_\_\_

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 September 22, 1978, executed by Gary S. Waggoner and Donna R. Waggoner in the original sum of \$5,250.00 bearing interest at the rate of 9% and secured by a first mortgage on the premises being known as Lot 28, Browning Road, Boiling Springs Estates, Greenville County, South Carolina, which is recorded in the RMC office for Greenville County, South Carolina, Book 1492, Page 197, title 1, which property is now being transferred to the undersigned OBLIGOR(S); and

WHEREAS the ASSOCIATION has agreed to 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 9% to a present rate of 9 1/2%.

NOW, THEREFORE, this agreement made and entered into this 18th day of January, 1979, by and between the ASSOCIATION, as mortgagee, and John C. Harmon, Jr. and Kathie R. Harmon as assuming OBLIGOR.

## WITNESSETH:

In consideration of the premises and the further sum of \$100 paid by the ASSOCIATION to the OBLIGOR, receipt of which is hereby acknowledged, the parties hereto agree as follows:

(1) That the loan balance at the time of this agreement is \$ 2,919.25 and that the ASSOCIATION is presently increasing the interest rate on the balance to 9 1/2%. That the OBLIGOR agrees to repay said obligation in monthly installments of \$ 173.26 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 be due for a period of fifteen days, the ASSOCIATION may collect a LATE CHARGE of \$ 5.00 per month for each day of any such past due installment payment.

(3) That all terms and conditions as set out in the deed and mortgage shall continue in full force, except as modified expressly by this Agreement.

(4) That this Agreement is the entire agreement between the parties and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18th day of January, 1979.

In the presence of

*[Handwritten signatures]*

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION  
BY: *[Signature]* (SEAL)

*[Signature]* (SEAL)

*[Signature]* (SEAL)

(SEAL)

## CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S)

In consideration of the premises and the further sum of \$100 paid by the ASSOCIATION to the OBLIGOR(S), receipt of which is hereby acknowledged, the parties hereto agree as follows:

(1) That the OBLIGOR(S) agrees to transfer the mortgage loan to the ASSOCIATION and OBLIGOR, his heirs, successors and assigns.

In the presence of

*[Handwritten signatures]*

*[Signature]* (SEAL)

*[Signature]* (SEAL)

*[Signature]* (SEAL)

*[Signature]* (SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FLORATE

Personally appeared before me the undersigned, a Notary Public for the State of South Carolina, John C. Harmon, Jr. and Kathie R. Harmon, who acknowledged to me that they executed the foregoing Agreement as set forth in the instrument referred to above, and that they were advised of the contents thereof.

SWORN to before me this

18th day of January, 1979  
*[Signature]* (SEAL)

Notary Public for the State of South Carolina  
My commission expires \_\_\_\_\_

RV 2