



Heritage Federal
Savings & Loan Association

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GONNA S. HARRISLEY

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

LOAN ASSUMPTION and MODIFICATION AGREEMENT

WHEREAS, the undersigned Borrowers obtained a loan from Heritage Federal Savings and Loan Association in the sum of \$ 51,350.00, evidenced by a note and real estate mortgage dated May 17, 1977, and recorded in the appropriate office in the County and State aforesaid. *Recorded in R.M.C. office Greenville County in Mortgage Book 1398 at page 431.*
WHEREAS said Borrowers have sold the real estate described in said mortgage to the undersigned Purchasers and said Purchasers desire to assume and agree to pay said indebtedness and perform all obligations provided by the terms, conditions and covenants of said note and mortgage, and said association is willing to consent to the transfer of title and assumption of said indebtedness.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED:

1. The association does hereby consent to the sale and conveyance of said premises by the aforementioned Borrowers to said Purchasers, subject to the conditions hereinafter stated.
2. The Purchasers do hereby assume and agree to pay said indebtedness evidenced by the aforementioned note and mortgage and to perform all obligations and comply with all terms, conditions and covenants provided therein. It is specifically understood and agreed by and between all parties that a consideration for the association's consent to the transfer of title is that the collected interest rate on the remaining indebtedness of \$ 30,124.62 shall be, from this date forward, 9.75 % per annum, the rate stated in the aforementioned note notwithstanding, and that the monthly installment of principal and interest shall be \$ 264.40 beginning on the 1st day of August, 1979, the remaining terms of the aforementioned note shall remain of full force and effect.

~~BY THE BORROWERS I AGREE THAT THEIR PRESENT LIABILITY UNDER SAID MORTGAGE SHALL NOT BE IMPAIRED, PREJUDICED OR AFFECTED IN ANY WAY WHATSOEVER BY THIS AGREEMENT, NOR BY THE ASSUMPTION BY SAID PURCHASERS OF SAID MORTGAGE LOAN, NOR BY ANY SUBSEQUENT CHANGE IN THE TERM, RATE, AMOUNT OR METHOD OF PAYMENT OF SAID INDEBTEDNESS, NOR BY ANY PART THEREOF, EXECUTED BY THE ASSOCIATION AND THE PURCHASERS OR THE TERMS HEREOF OR THE PURCHASERS' FAILURE TO ADVISE THE ASSOCIATION OF SUCH TRANSFER HAVE BEEN CONSENTED TO BY THE BORROWERS.~~

This assumption by said Purchasers is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 5th day of July, 1979.

Paul Edward Waters
Borrower (Seller) (Waters)

James H. Clark
Purchaser (Clark)

Jacinda Faye Pearl Waters
Borrower (Seller) (Waters)

Purchaser.

Witnesses:
Kit Huffman
James H. Moseley Jr.

HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION
By: James H. Moseley Jr.

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