FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Greenville, South Carolina 216d 1524 222 63 TO REMANDIABLE RATE MORTGAGE ASSUMPTION AGREEMENT STATE OF SOUTH CAROLINALEY 19633-90 LOAN NUMBER COUNTY OF Greenville WHEREAS, First Federal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the "ASSOCIATION", is the owner and holder of a renegotiable rate promissory note and note rider dated September 5, 1980, executed by Preferred Homes, Inc. in the original sum of \$50,800.0010-7/8 % per annum and secured by a first renegotiable rate bearing interest at the rate of mortgage and mortgage rider on the premises being known as Lot 32, Canebrake which is recorded in the RMC Office for Greenville County in Mortgage Book 1514 title to which property is now being transferred to the undersigned "OBLIGOR(S)", who has (have) agreed to assume said mortgage loam 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 and all terms and conditions thereof. NOW, THERFORE, this agreement made and entered into this _____ 7th __ day of November 1980 , by and between the ASSOCIATION, as mortgagee, and Paul A. and Delores C. Whitmore __, as the assuming OBLIGOR, WITNESSETH In consideration of the premises and the further sum of \$1.00 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 \(\frac{50,800.00}{}\); that the interest rate at the time of the assumption is $\frac{10-7/8}{8}$ % per annum and the monthly principal ; each with payments to be applied first to and interest installments are \$ 478.99 interest and then to remaining Prinicpal, balance due from month to month with the first monthly payment due December 1, 1980 __; that the OBLIGOR agrees to repay said obligations on the terms and conditions set forth in the renegotiable rate promissory note and note rider, renegotiable rate mortgage and mortgage rider thereto and further agrees to be bound by all terms and conditions of said instruments as if his signature appeared thereon as the original borrower. 2. That the assuming OBLIGOR does hereby acknowledge receipt of a copy of the original renegotiable rate note, note rider, renegotiable rate mortgage and mortgage rider thereto which is being assumed by the OBLIGOR. Should any installment payment become due for a period in excess of fifteen(15) 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. 4. That all terms and conditions as set out in the original renegotiable rate note, note rider renegotiable mortgage and mortgage rider thereto shall continue in full force, except as modified expressly by this agreement. 5. That this agreement shall bind jointly and severally the successors 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 of <u>November</u> <u> 1980 </u> CIN THE PRESENCE OF: TATE OF SOUTH CAOROLINA Greenville **PROBATE** COUNTY OF PERSONALLY appeared bfore me the undersigned who made oath that (s)he saw the above $^{00}_{
m name}$ sign, seal and deliver the foregoing Agreement(s) and that(s)he with the other

(SEAL) Notary Public for South Carolina 9-26-82 My commission Expires:

7th

at 3:07 P.M.

subscribing witnessed tha execution thereof.

NOV 1 0 1980

1980

SWORN to before me this

November

RECOR

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