

30th September 82  
Richard C. Guest  
Assistant Vice President  
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION  
GREENVILLE, SOUTH CAROLINA

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CONNIE S. TANKERSLEY R.H.C.  
OCT 8 1982

MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Loan Account No. 03-1368

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 \_\_\_\_\_, executed by Charles Stuart Lanier and Julia P. Lanier in the original sum of \$ 30,600.00 bearing interest at the rate of 7 3/4 % and secured by a first mortgage on the premises being known as Lot 88, Section A, Gower Estates, Greenville, South Carolina which is recorded in the RMC office for Greenville County in Mortgage Book 1256 page 311 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, the OBLIGOR and his assumption of the mortgage loan, provided the interest rate on the balance due is increased from 7 3/4 % to a new rate of 8 3/4 % and can be recalculated as hereinafter stated.

NOW, THEREFORE, this agreement made and entered into this March day of 1976, by and between the ASSOCIATION, as mortgagee, and M. Baker Wyche, III and Marguerite R. Wyche as assuming OBLIGOR.

WITNESSETH:

In consideration of the premises and the further sum of \$ 19,606.09 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 \$ 19,606.09; (2) That the ASSOCIATION is presently increasing the interest rate on the balance to 8 3/4 %. That the OBLIGOR agrees to repay said obligation in monthly installments of \$ 240.81 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 Apr 1 1976. THE UNDERSIGNED agrees that the above said rate of interest on this obligation may from time to time in the discretion of the ASSOCIATION be increased to the maximum rate permitted to be charged in the then applicable South Carolina law. Provided, however, that in no event shall the maximum rate of interest exceed eight and one quarter (8 1/4) % on the balance due. The ASSOCIATION shall send written notice of any increase in interest rates to the last known address of the OBLIGOR(S) and such increase shall become effective thirty (30) days after written notice is mailed. It is further agreed that the monthly installment payments shall be adjusted to conform to the maximum rate of interest permitted by law.

CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S)

In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of the OBLIGOR(S), the receipt of which is hereby acknowledged, the undersigned(s) as transferring OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby.

By signature of: Beverly C. Guest (SEAL)  
Julia P. Lanier (SEAL)  
Charles Stuart Lanier (SEAL)  
Transferring OBLIGOR(S)

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )  
PROBATE  
Personally appeared before me the undersigned who made oath that (s)he is Charles Stuart Lanier and Julia P. Lanier; M. Baker Wyche, III & Marguerite R. Wyche; S. Gray Walsh sign, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this 27 day of March 1976  
S. Gray Walsh (SEAL)  
Notary Public for South Carolina  
My commission expires: 10-26-81  
RECORDED MAR 24 '76 AT 2:50 P.M. 21320

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