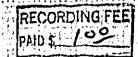
MAY 151970 24947



ENVILLEGO S.C. 317

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA	Loan Account No.
COUNTY OF GREENVILLE	4000
	January 20, 1970 executed by Balentine bearing
interest at the rate of 8% and 7-3/4% secured by a first most	in the original sum of \$28,400.00 bearing gage on the premises being known as Lot-No. 6, Merrifield
- U	LIDELIAL DIA " CICCIIA ITTELE " CEPANICE I CONTRACTOR C
Greenville County in Mortgage Book 1140, page to the undersigned OBLIGOR(S), who has (have) agreed to assum WHEREAS the ASSOCIATION has agreed to said transfer on assumption of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the mortgage loan, provided the interest rate on the county of the cou	title to which property is now being transferred to said mortgage loan and to pay the balance due thereon; and if ownership of the mortgaged premises to the OBLIGOR and his balance due is increased from 80 and 134 % to a present
rate of eight (8%)%, and can be escalated as hereinaft.	this 15th day of May 1970, by and between
the ASSOCIATION, as mortgagee, and Earle L. Harrison an	this 15th day of May, 19 70, by and between and Anna C. Harrison
as assuming OBLIGOR, WITNE	
the state of the s	att by the ASSOCIATION to the ORLIGOR, receipt of which is
hereby acknowledged, the undersigned parties agree as follows: (1) That the loan balance at the time of this assumption is \$	28,400.00 ; that the ASSOCIATION is presently increas-
ing the interest rate on the balance to 8	
of \$219.20 each with payments to be applied first to i month with the first monthly payment being due June 1 (2) THE UNDERSIGNED agree(s) that the aforesaid rate of	nterest and then to remaining principal balance due from month to
of the ASSOCIATION be increased to the maximum rate per and	un permitted to be charged by the then applicable could be attended .
law. Provided, however, that in no event shall the maximum rate of the balance due for a period of sixty (60) months from the effective	f interest exceed nine
of said sixty (60) months, the maximum rate of interest shall no unpaid halance. The ASSOCIATION shall send written notice of	A second nine
OBLIGOR(S) and such increase shall become effective thirty (3)	0) days after written notice is mailed. It is further agreed that the accements in interest rates to allow the obligation to be retired
in full in substantially the same time as would have occurred prior	n excess of (15) fifteen days, the ASSOCIATION may collect a
"LATE CHARGE" not to exceed an amount equal to five per cent	tum (5%) of any such past due installment payment.
ments, including obligatory principal payments do not in any twelvexced twenty per centum (20%) of the original principal balance per centum (20%) of the original principal balance assumed upo	n neument to the ASSOCIATION of a premium equal to six (6)
months interest on such excess amount computed at the then preva-	lance may be paid in full without any additional premium during any
	ritten notice that the interest rate is to be escalated. ortgage shall continue in full force, except as modified expressly by
this Agreement. (6) That this Agreement shall bind jointly and severally the sheirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their had	uccessors and assigns of the ASSOCIATION and OBLIGOR, his ands and scals this 15th day of May 19.70
In the presence of	
MILAMA	BY: (SEAL)
Such a D Varie	Case I Planson (SEAL)
	(incua & Harrison (SEAL)
4.0	(SEAL)
	Assuming OBLIGOR(S)
CONSENT AND AGREEMENT OF	
id-mation observe dollar (\$1.00), the receipt of which is hereby	tion's consent to the assumption outlined above, and in further y acknowledged, I (we), the undersigned(s) as transferring OBLI-
GOBAS) do hereby consent to the terms of this Modification and As	BALENTINE BROTHERS BUILDERS, INC. (SEAL)
	BY: MC Bolentine (SEAL)
Warbara A) Yanne	President (SEAL)
-9	(SEAL)
	Transferring OBLIGOR(S)
STATE OF SOUTH CAROLINA)	PROBATE
COUNTY OF GREENVILLE) Personally appeared before me the undersigned_who made out	th that (8) he saw Sidney L. Jay, Attorney, Earle L. Harrison, Balentine Brothers Builders, Inc.,
Anna C. Harrison, and W. C. Balentine, President of sign, seal and deliver the foregoing Agreement(s) and that (s) he wi	Balentine Brothers Builders, Inc.,
SWORN to before me this	() n
15th play of May 19 10.	JAONUL J.
Notary Public for South Carollina 20 79	
	02 P. M., #24947.