FILED OREENVILLE CO. S. C.

BOOK 1225 PAGE 40

## FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

assumption of the mortgages, and an element made and entered into this attended to the mortgages, and agreement made and entered into this attended to the ASSOCIATION, as mortgages, and James R. Yourn as assuming OBLIGOR, which are also assumed to the ASSOCIATION to the OBLIGOR, receipt of which hereby acknowledged, the understanced parties agrees as follows:  (1) That the loan balance at the time of this assumption is \$2,949.75; that the ASSOCIATION is presently increased in the interest rate on the balance to a the first morthy amounts to be applied first to interest and then to remaining principal balance due from ment of \$3.156; each with payments to be applied first to interest and then to remaining principal balance due from ment of the ASSOCIATION be interested to the ASSOCIATION because the control of the ASSOCIATION because the control of the ASSOCIATION because the term of the ASSOCIATION because the term of the ASSOCIATION because the term of the ASSOCIATION because the advanced to the maximum rate per annual permitted to be charged by the then applicable south Caro of the ASSOCIATION because the advanced to the maximum rate per annual permitted to be charged by the then applicable south Caro of the ASSOCIATION because the advanced to the maximum rate per annual permitted to be charged by the then applicable south Caro of the ASSOCIATION because the advanced to the advanced to the ASSOCIATION because the advanced to the	OLLIE FARNSWORTH R. M. C. MODIFICATION & ASS	SUMPTION AGREEMENT
WHEREAS Fidelity Federal Savings and Lean Association of Greenville, South Carolina, hereinafter referred to as the AS CIATION, is the owner and holder of a promisery note dated July 21, 1969 George M. Kirk and July C. Kirk in the original sum of t 11, 550.00 bean interest at the rate of 5 % and secured by a first mortgage on the previnces being known as Lot. 12, Cole. Ro Well-Come Acres Greenville County in Merchang Book 956 by the Secure of the Come of the Secure of the Come of the University of the ASSOCIATION who all the Association of District County in Merchang Book 956 by the University of the ASSOCIATION who all the Association of the University of the ASSOCIATION who all the heterest rate on the balance due to the prevention of the ASSOCIATION who all the heterest rate on the balance due to the prevention of the ASSOCIATION of the Comment		Loan Account No.
George M. KIFK and Judy U., KIFK in the triginal sum of \$ 1.01 12 CGIe. Ro Welcome Acres  The substitute of the substitute of the substitute of the substitute of the which property is now being trade to the understand OBLIGOR(S), who has three to easily trade of the which property is now being trade to the understand OBLIGOR(S), who has cared to assume said mostrage lean and to pay the balance due hirrent and substitute of the substitute of th	WHEREAS Fidelity Federal Savings and Loan Association	July 21, 1964 executed by
We Loome ACES  (Cermille County is Mortense Book 966 page 84 title to which proceeding to the understance of County in the county of the count	George M. Kirk and Judy C. Kirk	in the original sum of \$boarin
assumption of the meritagest lann, provided the interest rate on the balance due is increased from	interest at the rate of % and secured by a first mot Welcome Acres	rtgage on the premises being known as
NOW, THEREFORE, this agreement made and entered into thisARCh	assumption of the mortgage loan, provided the interest rate on t	he balance due is increased from
the ASSOCIATION, as mortagace, and Seitles K. 100011  In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which hereby acknowledged, the undersigned parties agree as follows: \$9.949.75 ; that the ASSOCIATION is presently increased; the the loan balance at the time of this assumption is \$9.949.75 ; that the ASSOCIATION is presently increased in the loan balance at the time of this assumption is \$9.949.75 ; that the ASSOCIATION is presently increased in the parties to be applied first to interest and then to remaining principal balance due from month with the first monthly payment being dua APLI 1 19.72.  (2) THE UNIDERSIGNED agree(s) that the aforesaid rate of interest control being any from time to time in the discree of the ASSOCIATION be increased to the maximum rate per annum permitted to be charged by the then applicable South Control and Provided, however, that in one event shall be maximum rate of interest cases. Several applicable South Control and such increased to the maximum rate of interest cases. Several by the them applicable South Control and such increased to the maximum rate of interest cases. Several applicable South Control and such increased to the maximum rate of interest cases. Several months are such as the control of the parties of interest rate on the control of the parties of the	NOW THEREFORE this agreement made and entered into	this 8th day of March, 19.72, by and betwee
In consideration of the promises and the further our of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which hereby acknowledged, the undersuch admirate all and the content of the foundation of the content of the foundation of the content of the foundation of \$1.15 cach with payments to be applied first to interest and then to remaining principal balance due from month with the first monthly payment being due	the ASSOCIATION, as mortgagee, and	n
hereby acknowledged, the Undersigned spaties and parties and this assumption: § 9, 949.75; that the ASSOCIATION is presently incredit in the interest rate on the balance to a first of this assumption: § 1, 95  In the interest rate on the balance to a first of this assumption is \$ 3156  each with payments to be applied first to interest and then to remaining principal balance due from month month with the first monthly payment being due.  ADF 11 1 19 72  (2) THE UNDERSIONED surged:) that the aforestial rate of interest on this obligation may from time to time in the discretion of the ASSOCIATION be increased to the maximum rate per annum permitted to be charged by the then applicable South Caro Indiana. Provided, however, that in on event shall the maximum rate of interest accessed.  BUBLICATION and such increased to the maximum rate per annum permitted to be charged by the then applicable South Caro Indiana. Provided, however, that in one event shall the maximum rate of interest accessed.  BUBLICATION and such increases and adjusted the proportion to increments in interest rates to the low the continue of the provided in the provided in proportion to increments in interest rates to allow the bulgiation to be retined to the provided and yn installment payments become due for a period in excess of the state to the low the provided in the provided in the provided in the provided in interest rates to allow the payment.  (3) Should any installment payments become due for a period in excess of the provided in the provided in the provided in the provided in the provided payments of the provided payments of the provided payments and the principal payments of provided payments.  (3) Should any installment payment become due for a period in excess of the provided payments. Provided however, the entire balance assumed. For the ASSOCIATION of a premium quality of the provided payments are provided payments. Provided payments are provided payments and provided payments are provided payments. Provided pa		
ing the interest rate on the balance to	(1) That the loan balance at the time of this assumption is	\$ 9,949.75 ; that the ASSOCIATION is presently increase
month with the first monthly payment being due APF 11 (2) THE UNDERSIONED agree(s) that the aforesaid rate of interest on this obligation may from time to time in the discret of the ASSOCIATION be increased to the maximum rate per annum permitted to be charged by the then applicable South Caro Inc. Provided, however, that in no event shall the maximum rate per annum permitted to be charged by the then applicable South Caro Inc. Provided, however, that in no event shall the maximum rate of interest exceed. SEVEN. (7)% per annum the balance due. The ASSOCIATION shall send written notice of any increase in interest rates to the last known address of OBLIGOR(S) and such increase shall become effective thirty (30) days after written notice is malical. It is further agreed that monthly installment payments are effective thirty (30) days after written notice is malical. It is further agreed that monthly installment payments are effective thirty (30) days after written notice is malical. It is further agreed that monthly installment apyments are effective thirty (30) days after written notice is malical. It is further agreed to the case of the payments including obligatory principal principal border of the case of (40) privilege is reserved by the obligation of make additional payments on the principal borders and the principal borders are provided to the case of the protection of the principal principal principal balance assumed. Further privilege is reserved to pay in access of two pre-rentum (20%) of the original principal balance assumed. Further privilege is reserved to pay in access of two pre-rentum (20%) of the original principal balance assumed assumed. Further privilege is reserved to pay in access of two protects interest on such access amount commuted at the then prevailing rate of interest according to which the principal principal balance assumed upon payment to the ASSOCIATION as given and the principal balance assumed to the ASSOCIATION as given and the principal balance assumed to the assumption of the	ing the interest rate on the balance to	OBLIGOR agrees to repay said obligation in monthly installment
at the ASSOCIATION so increase to the maximum rate of interest exceed Seven  Jaw. Provided, however, that in no event shall the maximum rate of interest exceed interest rates to the last known address of the halance due. The ASSOCIATION shall send written notice of any increase in interest rates to the last known address of the halance due. The ASSOCIATION shall send written notice of any increase in interest rates to allow the obligation to be remained in the provided of the provided in t	of \$ 61.00 each with payments to be applied first to month with the first monthly payment being due April	interest and then to remaining principal balance due from month to 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
the phage Sund and Socretic shall become effective thirty (30) days after written notice is malled. It is further agreed that morthly installment payment beared to be restinated in the properties of the process of (15) fifteen days, the obligation to be rest in full in substantially the same time as would have occurred prior to any escalation in interest rate.  (3) Should any installment payment become due for a period in excess of (15) fifteen days, the obligation of the prior to the content of the prior to exceed an amount egual to five per centum cross of the principal balance assumed. Further providing that such is the prior of the principal balance assumed to five assumption of the principal balance assumed to providing that such is per centum (20%) of the original principal balance assumed upon payment to the ASSOCIATION and period beginning on the anniversary of the assumption interest on such excess amount computed at the then prevailing range beginning to the anniversary of the assumption interest on such excess amount computed at the then prevailing range bald in full without any additional premium during their than the principal balance assumed upon payment to the ASSOCIATION and per centum (20%) of the original principal balance assumed upon payment to the ASSOCIATION and per centum could be premium during the principal balance assumed promited the payment of the ASSOCIATION and contribute the principal balance assumed promited the principal payment and the promited that the ASSOCIATION and social the properties of the ASSOCIATION and contribute the properties of the ASSOCIATION and properties of the ASSOCIATIO		
"ATTE CHARGE" not to exceed an amount equal to 1 we per anyments on the principal balance assumed providing that such a ments including obligatory process of the principal balance assumed providing the assumption of the process of	OBLIGOR(S) and such increase shall become effective thirty (monthly installment payments may be adjusted in proportion to	30) days after written notice is mailed. It is further agreed that the increments in interest rates to allow the obligation to be retired for to any escalation in interest rate.
months interest on such excess amount computes at the target with a parties. Provided however the market palance may be paid in faul without any additional premium during between the undersigned parties. Provided however the market make that the interest rate is to be escalated.  (3) That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified expressly this (6) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, learn, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their hands and seals this at the presence of:  Relucca A Daugh Figure 1972  In the presence of:  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 furt consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OB GOR(S) do hereby consent to the terms of this Modification and Assumption, greenest and screet to be found thereby.  STATE OF SOUTH CAROLINA)  Personally appeared before me the undersigned who made oath that (s) he saw the above named sign, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution them SWORN to before me this  Although March  1972  SCHOOL CAROLINA  Personally appeared before me the undersigned who made oath that (s) he saw the above named  SWORN to before me this  Although March  1972  SCHOOL CAROLINA  1973  SCHOOL CAROLINA  1974  SCHOOL CAROLINA  1975  SCHOOL CAROLINA  1976  SCHOOL CAROLINA  1977  SCHOOL CAROLINA  1977  SCHOOL CAROLINA  1977  SCHOOL CAR	"LATE CHARGE" not to exceed an amount equal to live per ce (4) Privilege is reserved by the obligor to make additional p ments, including obligatory principal payments do not in any twelv exceed twenty per centum (20%) of the original principal balan	ntum (6%) of they sterr past due has taken payments on the principal balance assumed providing that such pay re (12) month period beginning on the anniversary of the assumption assumed. Further privilege is reserved to pay in excess of twent they payment to the ASSOCIATION of a premium equal to six (6)
heirs, successors and assigns.  In WINNESS WHEREOF the parties hereto have set their hands and seals this SER day of MATCH 19-1-19-19-19-19-19-19-19-19-19-19-19-19	months interest on such excess amount computed at the then prev between the undersigned parties. Provided, however, the entire be- thirty (30) day notice period after the ASSOCIATION has given (5) That all terms and conditions as set out in the note and a	alance may be paid in full without any additional premium during an written notice that the interest rate is to be escalated. mortgage shall continue in full force, except as modified expressly b
In the presence of:  Reluce a M. Maill.  Reluce a M. Maill.  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 furt consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OB GOR(S) do hereby consent to the terms of this Modification and Assumption systement and agree to be pour fereby.  In the presence of:  Reluce M. Maill.  STATE OF SOUTH CAROLINA)  COUNTY OF GREENVILLE)  Personally appeared before me the undersigned who made oath that (s) he saw the shove named  sign, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution there  SWORN to before me this  8th day of March 1972  STATE OF SOUTH CAROLINA  Reluce M. March  SWORN to before me this  8th day of March  1972  SWORN to before me this  8th day of March  1972  SWORN TO BELIGOR(S)  Reluce M. March  SWORN TO SEAL)  Reluce M. March  SWORN TO SEAL  SWORN TO SEAL  SWORN TO SEAL  Reluce M. March  SWORN TO SEAL  SWORN TO SEAL  SWORN TO SEAL  Reluce M. March  SWORN TO SEAL  SWORN TO SEAL  SWORN TO SEAL  Reluce M. March  SWORN TO SEAL  SWORN TO	this Agreement.  (6) That this Agreement shall bind jointly and severally the heirs, successors and assigns.  IN WITNESS WHEREOF the parties hereto have set their	successors and assigns of the ASSOCIATION and OBLIGOR, hi hands and seals this 8th day of March, 1972
Reluces M. Dauff.  Service O. Forces dec.  CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S)  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 One dollar (\$1,00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBCR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to the bound thereby.  In the presence of:  County Of Greenville  STATE OF SOUTH CAROLINA)  COUNTY OF GREENVILLE)  Personally appeared before me the undersigned who made oath that (s) he saw the showe named  sign, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution them SWORN to before me this  8th day of March  19-72  SWORN to before me this  8th day of March  19-72  SWORN Polity for South Carolina  (SEAL)  Reluces M. March  10-10-10-10-10-10-10-10-10-10-10-10-10-1		Λ. Λ
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 furt consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBGOR(S) do hereby consent to the terms of this Modification and Assumption, agreement and agree to be boung thereby.  In the presence of:  County of Greenville  Personally appeared before me the undersigned who made oath that (s)he saw the above named  sign, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution there  SWORN to before me this  8th day of March 1972 (SEAL)  Nevery Public for South Carolina  Release Public for South Carolina	Reliecca M. Streff	The same of the same of the same
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 furt consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBGOR(S) do hereby consent to the terms of this Modification and Assumption-payereement and agree to poon thereby.  In the presence of:  CLULIA M. Journal (SEA)  STATE OF SOUTH CAROLINA)  Personally appeared before me the undersigned who made oath that (s)he saw the shove named  sign, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution there  SWORN to before me this  8th day of March 1972  Showled Transferring OBLIGOR(S)  Relieve Philic for South Carolina  Relieve The State of South Carolina  Relieve The State of South Carolina  CEAL)	Bendo O Forester	(SEAL
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 furt consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBGR(S) do hereby consent to the terms of this Modification and Assumptionary recement and agree to be pound thereby.  In the presence of:    Constant		JA Jawn (SEAL)
CONSENT AND ACREEMENT OF TRANSFERRING OBLIGOR(S)  In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in furt consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBGOR(S) do hereby consent to the terms of this Modification and Assumption-agreement and agree to be pound thereby.  In the presence of:  County Of Greenville  STATE OF SOUTH CAROLINA)  PROBATE  COUNTY OF GREENVILLE)  Personally appeared before me the undersigned who made oath that (s)he saw the above named  sign, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution there is a subscribe witness witnessed the execution that the subscribe witnessed is a subscribe witnessed to the subscribe witnessed in the subscribe witnesse		Assuming ORLIGOR(S) (SEAL)
In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in furt consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OB GOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby.  In the presence of:    Control		Assuming Obligation(s)
In the presence of:    Colored   Col	CONSENT AND AGREEMENT	OF TRANSFERRING OBLIGOR(S)
In the presence of:    Colored   Col	In consideration of Fidelity Federal Savings and Loan Associ	ation's consent to the assumption outlined above, and in furthe by acknowledged, I (we), the undersigned(s) as transferring OBLI
Release M. Stuff  Server (SEA)  STATE OF SOUTH CAROLINA)  PROBATE  COUNTY OF GREENVILLE)  Personally appeared before me the undersigned who made oath that (s) he saw the shove named  sign, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution there  SWORN to before me this  8th day of March 1972  Sende O Tonestee (SEAL)  Notary Public for South Carolina  (SEAL)	GOR(S) do hereby consent to the terms of this modification and	SEAL (SEAL
Transferring OBLIGOR(S)  STATE OF SOUTH CAROLINA)  PROBATE  COUNTY OF GREENVILLE)  Personally appeared before me the undersigned who made oath that (s)he saw the above named  sign, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution there  SWORN to before me this  8th day of March 1972  Service O Torrester (SEAL)  Notary Public for South Carolina	Relieve M. Stull	· Judy C, Kirk (SEAL
STATE OF SOUTH CAROLINA)  PROBATE  COUNTY OF GREENVILLE)  Personally appeared before me the undersigned who made oath that (s)he saw the above named  sign, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution there  SWORN to before me this  8th day of March 1972  South O Tomestee (SEAL)  Notary Public for South Carolina	Linea O. Forreller	O (SEAL
STATE OF SOUTH CAROLINA)  PROBATE  COUNTY OF GREENVILLE)  Personally appeared before me the undersigned who made oath that (s)he saw the above named  sign, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution there  SWORN to before me this  8th day of March 1972  Since O Tomestee (SEAL)  Notary Public for South Carolina		Transferring OBLIGOR(S) (SEAL
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sign, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution there subscribing witness witnessed the execution there are also as a subscribing witness witnessed the execution there are a subscribing witnessed the execution that are a subscribing witnessed the execution that are a subscribing witnessed the execution of the subscribing witnessed the execution of the	COUNTY OF GREENVILLE)	
SWORN to before me this  8th day of March  Scribe D. Forester (SEAL)  Notary Public for South Carolina		
8th day of March 1972  Sende 10, Honester (SEAL)  Notary Public for South Carolina	· · · · · · · · · · · · · · · · · · ·	MICH THE OTHER BEDSCLIDING MITHESS MITHESSET THE EXCEPTION THEFEOT
Notary Public for South Carolina	8th day of March 1972	P.L. M. Hull
Ef- committee ATMING XILLIIM		Minute 1

Recorded March 9, 1972 at 1:22 P. N., # 21,103

Modification & Assumption Agreement