1239 Par 766

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION GREENVILLE SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA	Loan Account No.
COUNTY OF GREENVILLE	
	The state of the s
WHEREAS Fidelity Federal Savings and Loan Association	on of Greenville, South Carolina, hereinafter referred to as the ASSO-
CIATION, is the owner and holder of a promissory note dated	August 16, 1961 executed by
John D. Ashmore, Jr.	in the original sum of \$ 22,500.00 bearing
interest at the rate of 6 3/4 % and secured by a first :	mortgage on the premises being known as Lot Nos. 27, 28
& pt. Lot 30 Byrd Bivd. & Douglas D	mortgage on the premises being known as Lot Nos. 27, 28 or., Country Club Estates
Councille Councille Mantenana Back 866	page 181 title to which property is now being transferred summer said morfrage loan and to pay the balance due thereon; and the rof ownership of the morraged premises, to the OBLIGOR and his on the balance due is increased from
to the undersigned OBLIGOR(S), who has (have) agreed to at	ssume said morrigage loan and to pay the balance due thereon; and
WHEREAS the ASSOCIATION has agreed to said transf	fer of ownership of the mortgaged premises to the OBLIGOR and his
assumption of the mortgage loan, provided the interest rate o	on the balance due is increased from
rate of ", and can be escalated as herel	inafter stated.
NOW, THEREFORE, this agreement made and entered in	nto this 30 day of June 19.72, by and between M. Parrott, Jr.
the ASSOCIATION, as mortgagee, and Perry	M, Parrott, Jr.
as assuming OBLIGOR,	
WITE	NESSETH:
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	is 12 106 54
(1) That the loan balance at the time of this assumption	is \$ 17,496,54; that the ASSOCIATION is presently increas-
ing the interest rate on the balance to $\frac{6}{3}/4$ %. That the	he OBLIGOR agrees to repay said obligation in monthly installments
	t to interest and then to remaining principal balance due from month to
month with the first monthly narmont hains due	v 1 10 72.
(2) THE UNDERSIGNED agree(s) that the aforesaid ra	y 1 19.72. ste 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 Carolina
aw. Provided, however, that in no event shall the maximum re	ate of interest exceed 51x & 3/4 ()% per snrum on
the balance due. The ASSOCIATION shall soud written not	ice of any increase in interest rates to the last known address of the
nonthly installment payments may be adjusted in proportion	y (30) days after written notice is mailed. It is further agreed that the to increments in interest rates to allow the obligation to be retired
n full in substantially the same time as would have occurred (3) Should any installment payment become due for a new	to increments in interest rates to allow the obligation to be retired prior to any escalation in interest rate. To any escalation in interest rate. To did not excess of (15) fifteen days, the ASSOCIATION may collect a centum (5%) of any such past due installment payment. It payments on the principal balance assumed providing that such payrelve (12) month period beginning on the anniversary of the assumption slance assumed. Further privilege is reserved to pay in excess of twenty upon payment to the ASSOCIATION of a premium equal to six (6)
"LATE CHARGE" not to exceed an amount equal to five per	centum (5%) of any such past due installment payment.
(4) Privilege is reserved by the obligor to make additions	al payments on the principal balance assumed providing that such hay-
exceed twenty per centum (20%) of the original principal ba	slance assumed. Further privilege is reserved to pay in excess of twenty
per centum (20%) of the original principal balance assumed	upon payment to the ASSOCIATION of a premium equal to six (6)
months interest on buch excess amount computed at the then p	revailing rate of interest according to the terms of this agreement e balance may be paid in full without any additional premium during any
thirty (30) day notice period after the ASSOCIATION has give	en written notice that the interest rate is to be escalated.
(5) That all terms and conditions as set out in the note ar this Agreement.	nd mortgage shall continue in full force, except as modified expressly by
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	the successors and assigns of the ASSOCIATION and OBLIGOR, his
	the successors and assigns of the ASSOCIATION and OBLIGOR, his cir hands and seals this _30_ day of _June, 1972
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in the presence of: Demotio C. Hall Milliam M. Milberis, ff.	FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION BY: Dans & William (SEAL) (SEAL) (SEAL) Assuming OBLIGOR(S)
consent and agreement	FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION BY: Dand & William (SEAL) (SEAL) Assuming OBLIGOR(S) T OF TRANSFERRING OBLIGOR(S)
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