| Cart. | The second secon |
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| gidelity federal savin | NGS AND LOAN ASSOCIATION |
| GREENVILLE CREENVILLE | , SOUTH CAROLINA |
| MODIFICATION & A | SSUMPTION AGREEMENT |
| PATÉ OF SOUTH CAROLINA | Lean Account No. |
| OUNTY OF GREENVILLE | · |
| | ion of Greenville, South Carolina, hereinafter referred to as the ASSO- |
| IATION, is the owner and holder of a promissery note date | November 10, 1972 crecuted by 227,000.00 |
| Phillips Development Corporation | in the criginal sum of \$\frac{227,000.00}{\text{lots in}}\$ bearing mortgage on the premises being known as \frac{10ts in}{\text{lots fire}}\$ |
| sterest at the rate of | mortgage on the premises being known as which is recorded in the RMC office for |
| reenville County in Mortgage Book the undersigned OBLIGOR(S), who has (have) agreed to a WHEREAS the ASSOCIATION has agreed to said trans- ssumption of the mortgage loan, ENNHMENTEREMENTS. | , which is recorded in the RMC office for page 575, title to which property is now being transferred assume said mortgage lean and to pay the balance due thereon; and fer of ownership of the marrigaged premises to the OBLIGOR and his CENEWENERSKE |
| CKK KKKE I ZOKA HAKKAKKAK KAKKKKKKKKKKKKK | into this day of September, 1973 , by and between |
| NOW, THEREFORE, this agreement made and entered Westminstone ASSOCIATION, as mortgagee, and Westminstone ONLICOR | ter Company |
| s assuming Oblidon, | |
| | NESSETH: |
| In consideration of the premises and the further sum of \$ sereby acknowledged, the undersigned parties agree as follows: (1) That the loan balance at the time of this assumption of the service of the | 1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is is \$227,000.00 : KXKAKAKAKAKAKAKAKAKAKAKAKAKAKAKAKAKAKAK |
| KXXXXXXXXXXX each with payments to be applied fir | st to interest and then to remaining principal balance due francoccurrents |
| XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| aw. Provided, however, that in no event shall the maximum the balance due. The ASSOCIATION shall send written mobilified and such increase shall become effective this monthly installment payments may be adjusted in proportion full in substantially the same time as would have occurred (3) Should any installment payment become due for a private CHARGE" not to exceed an amount equal to five the continuous continuous exceed twenty per centum (20%) of the original principal per centum (20%) of the original principal per centum (20%) of the original principal service that the them the words interest on such excess amount computed at the them between the undersigned parties. Provided, however, the eathirty (30) day notice period after the ASSOCIATION has a (5) That all terms and conditions as set out in the note this Agreement. | rate of interest exceed |
| In consideration of Fidelity Federal Savings and Loan | Assuming OBMGOR(S) ENT OF TRANSFERRING OBLIGOR(S) Association's consent to the assumption outlined above, and in further is hereby acknowledged, I (we), the undersigned(s) as transferring OBLI-m and Assumption Agreement and agree to be bound thereby. (SEAL) PHILLIPS DEVELOPMENT CORPORATIONEAL) By: (SEAL) Transferring OBLIGOR(S) |
| STATE OF SOUTH CAROLINA) | |
| COUNTY OF CREENVILLE! | PROBATE |
| Personally appeared before me the undersigned who | made oath that (s) he saw Phillips Development |
| sign, seal and deliver the foregoing Agreement(s) and that | ed officers and Westminster Company t (s) he with the other subscribing witness witnessed the execution thereof. |
| SWORN to before me this 17 day of Sept., 19 73 | • |
| Notary Public for South Carolina My commission expires: / / - / - / 5 | EAL) Stude obttam |

Hodification & Assumption Agreement RecordedSeptember 19, 1 973 at 11:03 A. H., # 8097

Sec. Sec.

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