FILED
GREENVILLE CO. S.C.

1343 831

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

11 3 35 LOAN MODIFICATION AND ASSUMPTION AGREEMENT

This agreement made this 7th day of July, 19 75, between Carolina Federal Savings and Loan Association of Greenville, South Carolina, a corporation chartered under the laws of the United States, hereinafter called the "Association", and Edward J. Kazmierski & Patricia M. Kazmierski

hereinafter called the "Purchaser."

WITNESSETH

Whereas, the Association is the owner and holder of a promissory note dated November 8, 1973, executed by Cothran & Darby Builders, Inc. in the original amount of $96,150.00, Lot 120 released ~~xxxxxxxxx~~ May 3, 1974, and extension agreement dated October 22, 1974, ~~[illegible]~~ and secured by a mortgage on the premises known and designated as Lot 4 & Lot 120 Foxcroft Section 11 (Lot 120 released May 3, 1974) said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1295 at page 495 and extension agreement recorded Book 1326 at Page 737; and

Whereas, the present owner of the aforesaid property desires to convey the same to the Purchaser who desires to assume the mortgage indebtedness and has requested the written consent of the Association to said transfer, pursuant to the aforesaid mortgage, which consent the Association has agreed to grant, provided the terms of the indebtedness are modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter expressed it is understood and agreed as follows:

1. The principal indebtedness now remaining unpaid on said loan is $ 53,001.16 ~~[illegible]~~ the interest rate from the date hereof shall be 9 % per annum, and the said unpaid principal and interest shall be payable in monthly installments of $ 429.84 each on the first day of each month hereafter until the principal and interest are fully paid, the balance of said principal and interest, if not sooner paid, shall be due and payable on the first day of July, 2004 ~~[illegible]~~

2. All terms and conditions of the said promissory note and the said mortgage which it secures (which are incorporated herein by reference) shall continue in full force except as expressly modified by this agreement.

3. The Purchaser assumes and agrees to pay the indebtedness in accordance with the terms of said note and said mortgage as the same are modified by this agreement, and the Association hereby consents to the transfer of said property to the Purchaser and to said assumption.

4. This agreement shall bind the heirs, the executors, the administrators, the successors, and the assigns of the Association and of the Purchaser, respectively.

IN WITNESS WHEREOF, the Association has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer, and the Purchaser has hereunto set his/her/their hand and seal, or, if the Purchaser be a corporation, has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officer(s) on the date and year above written.

In the Presence of:

Ann S. Huckabee
Karen Ann Miller
As to the Association
Diane Barton
May L. Johnson
As to the Purchaser

CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION
By James C. Holt Jr. (L.S.)
Executive Vice President
Edward J. Kazmierski (L.S.)
Patricia M. Kazmierski (L.S.)
Purchaser

100010 74 KP

LOAN MODIFICATION AND ASSUMPTION AGREEMENT

4328 RV.2

1986