GREENVILLE CO. S. C.

MAR 28 3 20 PU 75

DONNIE S. TANKERSLEY

R.M.C.

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

WHEREAS Fieldity Peteral Savieys and Loan Association of Greenville, South Carolina, hereinafter referred to as the ASS CIATION, is the owner and before of a promissory note dated _NOVERBET_3, 1974	STATE OF SOUTH CAROLINA	Loan Account No. 34120
CIATION, is the owner and holder of a promissory sole dated _November 5, 1974	COUNTY OF GREENVILLE	
Headbree Builders, Inc. 10.2 7. and secured by a first mortgage on the premises being known as		
Increase at the rate of		
Tree Plantation Greenile Courts in Mortgage Book 132 stage 19 title to which processit in the RM office of the underlyinged OBLICOR(S), who has there'd acreed to assume said mortgage ban and to pay the balance due thereon; and WHEREAS the ASSOCIATION has agreed to said transfer of ownership of the mortgage from private of the underlyinged bon may be a set on the balance due is increased from 1915 to a green rate of 18.74 c. 74 and can be created as hereinafter stated. NOW, THEREFORE, this agreement made and entered into this 16th day of October 1975, by and betwee the ASSOCIATION, as mortgages, and 1918 S. PTYOT In combination of the greenings and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which thereby acknowledged, the underlyinged pairing agrees are follows: (1) That the loan balance at the time of this assumption is \$-60.000.00; that the ASSOCIATION is presently \$255. (2) That the loan balance at the time of this assumption is \$-60.000.00; that the ASSOCIATION is presently \$255. (3) That the loan balance at the time of this assumption is \$-60.000.00; that the ASSOCIATION is presently \$255. (4) That the loan balance at the time of this assumption is \$-60.000.00; that the ASSOCIATION is presently \$255. (5) That the loan balance at the time of this assumption is \$-60.000.00; that the ASSOCIATION is presently \$255. (6) Each with the time modely expressed being the search of the ASSOCIATION is presently \$255. (6) That the time modely expressed being the ASSOCIATION is presently \$255. (7) The ASSOCIATION is increased and the control of the assumption and the control of the ASSOCIATION is an increase that the control of the ASSOCIATION is an increase that the control of the ASSOCIATION is an increase that the control of the assumption assumption as at could have provided, however, that is no event shall the maximum rate of interest exceed \$3.1/4		
Greenville County in Mortgage Book. 1214 White Date of the undersigned Oblicion (St. who has Charge agreed to assume gaid notingue boar and to pay the balance due thereon; and a WHITELD the ASSOCIATION has been restricted to the country of the Country of the Obligation of the O	Tree Plantation	, which is recorded in the RMC office for
NOW THEREFORE, this agreement made and entered into this16th day ofOctober	Greenville County in Mortgage Book 1327 to the undersigned OBLIGOR(S), who has (have) WHEREAS the ASSOCIATION has agreed assumption of the mortgage loan, provided the in	page 19, title to which property is now being transferred agreed to assume said mortgage loan and to pay the balance due thereon; and to said transfer of ownership of the mortgaged premises to the OBLIGOR and his needs to the balance due is increased from 95, to a present
the ASSOCIATION, as mortgagee, and Julia S. Pryor so assuming OBLIGOR. WITNESSETH: In consideration of the premises and the further sun of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which hereby acknowledged, the undersigned nation agree as follows: (1) That the loan bolance at the time of this arounghion is \$60.000.00 ; that the ASSOCIATION is presently \$25.5 (2) that the loan bolance at the time of this arounghion is \$60.000.00 ; that the ASSOCIATION is presently \$25.5 (2) 2.3 ; each with aspectate to be argified first to interest and the nation of the aspociate of \$6.479.23 ; each with aspectate to be argified first to interest and then to remaining principal talance due from month month, with the first monthly comment being due to the ASSOCIATION to interested to the maximum rate per amount permitted to be charged by the then applicable South Carolin aspects on the ASSOCIATION to the recent of the the ASSOCIATION to the recent of the ASSOCIATION to the recent of the proporties to be convected by the then applicable South Carolin as Provided, lowever, that in no event shall the maximum rate of interest exceed 8.346 (8.346 per annum the balance due. The ASSOCIATION shall send written notice of any increase in interest rates to the last known address of the Balacce due. The ASSOCIATION shall send written notice of any increase in interest rates to the last known address of the Balacce due to the proporties to increase the interest rates to the last known address of the Balacce due to the proporties to increase the interest rates to the last known address of the Balacce due to the proporties to increase the interest rates to the last known address of the Balacce due to the proporties to the receipt of the proporties to the constitution in the receipt of the excess of the proporties to the constitution of the proporties to the proporties to the proporties to the proporties of the pr		
WITNESSETH: In consideration of the premises and the further sun of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which ereby acknowledged, the undersigned naries agree as follows: (I) that the loan belance at the time of this setumption is \$5.60.000.00	the ASSOCIATION, as mortgagee, and Juli	ia S. Pryor
the consideration of the growines and the further run of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which seems probability and the control of	as assuming Obbidon,	WITNESSETH:
ing the interest rate on the balance to 8 3/4 c. That the OBLIGOR agrees to repay said obligation in monthly installment of 8 479.23 ceach with payments to be applied first to interest and then to remaining principal balance due from month with the first monthly apprent being due. November 13 19. 19. 73 (2) THE UNDERSIGNED agree(s) that the aforesaid rate of interest on this obligation may from time to time in the discretion of the ASSOCIATION to increased to the maximum rate of interest exceed 8.3/4 (8.3/4 per annum bernature) and the control of the ASSOCIATION shall become effective thirty (30) days after written notice is mainten may be adjusted in proportion to increase in interest rates to the last known address of the BLIGOR(S) and such increase shall become effective thirty (30) days after written notice is maintenance to the last known address of the BLIGOR(S) and such increase shall become effective thirty (30) days after written notice is maintenance to the last known address of the BLIGOR(S) and such increase shall become effective thirty (30) days after written notice is maintenance to the last known address of the BLIGOR(S) and such increase shall become effective thirty (30) days after written notice is maintenance to the last known address of the BLIGOR(S) days after written notice is maintenance to the last known address of the ASSOCIATION and the result of the control of the control of the presence of the ASSOCIATION and the result of the control of the control of the presence of the ASSOCIATION and control of the control of the presence of the ASSOCIATION and control of the control of the presence of the ASSOCIATION and the control of the presence	In consideration of the premises and the furth	her sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is
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 November 1, 19.75. (2) THE UNIDERSIGNED agreeds: that the aforesaid rate of interest on this obligation may from time to time in the discretif of the ASSOCIATION to increased to the maximum rate per animon permitted to be charged by the then applicable South Carolin as Provided, however, that in no event shall the maximum rate of interest on this obligation may from time to time in the discretification of the provided of the ASSOCIATION shall send written notice of any increase in interest rates to the last known address of the provided standard such increases shall become effective thirty (30) days after written notice is mailed. Further agreed that the obligation of the provided and provided state written notice is mailed. Further agreed that the obligation of the provided and provided state written notice is mailed. Further agreed that the obligation of the provided state of the provided state written notice is mailed. Further agreed that the obligation of the provided state of the provided state written notice is mailed. Further agreed that the obligation of the provided state of the provided state written notice is mailed. Further agreed that the obligation of the provided state of the		
nouth with the first monthly agreened being due		
(SEAL Assuming OBLIGORS) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR is a stransferring OBLIGORS) In consideration of Fidelity Federal Savings and Loan Association for consert to the assuming obligors of the parties hereto have set their hands and seals this 16th. Assuming OBLIGORS) CONSENT AND AGREEMENT OF TRANSFERRING OBLIGORS In consideration of Fidelity Federal Savings and Loan Association for consert to the assumption outlined above, and in forther parties hereto have set their hands and seals this 16th. Assuming OBLIGORS) CONSENT AND AGREEMENT OF TRANSFERRING OBLIGORS In consideration of Fidelity Federal Savings and Loan Association for consert to the assumption outlined above, and in forther positional of the expert of the conservation of the conservation of the conservation of Golder (1960). CONSENT AND AGREEMENT OF TRANSFERRING OBLIGORS) In consideration of Fidelity Federal Savings and Loan Association for conservation outlined above, and in forther positional or conservation of the c	of \$ 479-23 each with payments to be	applied first to interest and then to remaining principal balance due from month to
the balance due. The ASSOCIATION shall send written notice of any increase in interest rates to the last known address of the BIBLIGORES and such increases shall become effective thirty (30) days after written notice is mailed. It is further spreed that to morthly installment rayments may be adjusted in proportion to be retired. The best proportion to be retired to the state of the best proportion to be retired. (3) Should any installment payment become due for a period in excess of (18) liften days, the ASSOCIATION may collect LATE CHARGE! not to exceed an amount equal to five her excitim (30°) of any such hast due installment payment. (4) That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified expressly this Agreement. (5) That this Agreement shall bind pintly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, heirs, successors and assigns. (5) That this Agreement shall bind pintly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, heirs, successors and assigns. (SEAI ASSUMING SECONAL ASSOCIATION ASSOCIATION and SECONAL SECO	(2) THE UNDERSIGNED agree(s) that the	aforesaid rate of interest on this obligation may from time to time in the discretion
n 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 135 littleen days, the ASSOCIATION may collect LATE CHARGE. not to exceed an amount equal to five her centum 1670 of any such past due installment payment. 1610 that is terms and conditions as set out in the note and mortgage shall continue in full front expert as modified expressly in its Agreement. (5) That this Agreement shall blind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, he class, successors and assigns. (5) That this Agreement shall blind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, he class successors and assigns. (5) That this Agreement shall blind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, he class that the property of the parties hereto have set their hands and seals this 16th day of October 19.75. (SEAL ASSUMING OBLIGOR) In consideration of Fidelity Federal Savings and Loan Association? consert to the assumption outlined above, and in further ansideration of One deliar (\$160, the receipt of which is hereby acknowledged I two, the assumption outlined above, and in further ansideration of One deliar (\$160, the receipt of which is hereby acknowledged I two, the assumption outlined above, and in further ansideration of One deliar (\$160, the receipt of which is hereby acknowledged I two, the assumption outlined above, and in further ansideration of One deliar (\$160, the receipt of which is hereby acknowledged I two, the assumption outlined above, and in further ansideration of One deliar (\$160, the receipt of which is hereby acknowledged I two, the assumption outlined above, and in further ansideration of One deliar (\$160, the receipt of which is hereby acknowledged I two, the assumption outlined above, and in further ansideration of One deliar (\$160, the receipt of which is hereby acknowledged I two, the assumption	the balance due. The ASSOCIATION shall send OBLIGOR(S) and such increase shall become ef	written notice of any increase in interest rates to the last known address of the lifective thirty (30) days after written notice is mailed. It is further agreed that the
(SEAL Assuming OBLIGOR(S) In consideration of Fidelity Federal Savings and Loral Association's consecution of the terms of this Modification and Association's accepted above, and in forther prospected of: In consideration of Fidelity Federal Savings and Loral Association's consecution of the terms of this Modification and Assumption Agreement and agree to be bound thereby. In consideration of Fidelity Federal Savings and Loral Association's consecution to the terms of this Modification and Assumption Agreement and agree to be bound thereby. In the prospected of: Laral Saving OBLIGOR(S) In the prospect of the parties of this Modification and Assumption Agreement and agree to be bound thereby. In the prospect of the parties of this Modification and Assumption Agreement and agree to be bound thereby. Laral Saving OBLIGOR(S) PROBATE Transferring OBLIGOR(S) PROBATE Pergyally spinered before me the undersigned who made oath that (s) he saw Recomplishing the proposal of the execution thereof WORN to before me this Laral Saving OBLIGOR(S) PROBATE (SEAL) Laral OF SOUTH CAROLINA) OUNTY OF GREENVILLE) Pergyally spinered before me the undersigned who made oath that (s) he saw Loral Laral OBLIGOR(S) PROBATE (SEAL) Laral OBLIGOR(S) Laral OBL	n full in substantially the same time as would be (3) Should any installment payment become of	ave occurred prior to any escalation in interest rate. due for a period in excess of (15) fifteen days, the ASSOCIATION may collect a
(SEAL Assuming OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association Assumption of Security of Series of Security Consists and Assumption and Assumption Agreement and agree to be bound thereby. In the presence of: OCONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association of Security to the assumption optimized above, and in further obsideration of One deliar (St. 60), the recipit of which is berefy acknowledged I (we, the undersigned so as transferring OBLIGOR(S) on the presence of: In the presence of: I	(4) That all terms and conditions as set out it	
The presence of: CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association of One dellar (\$100, the receipt of which is bereby acknowledged I (we, the undersigned) as transferring OBLIGOR(S) CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of One dellar (\$100, the receipt of which is bereby acknowledged I (we, the undersigned) as transferring OBLIGOR(S) In the presence of:	(5) That this Agreement shall bind jointly an	
CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association's consert to the assumption outlined above, and in forthe onsideration of One dollar (\$160), the receipt of which is hereby acknowledged I (we, the indersigned(s) as transferring OBLIOR(S) do hereby consent to the terms of this Medification and Assumption Agreement and agree to be bound thereby. In the processor of: Livery Constitution (SEAL Livery Constitution (SEAL Livery Constitution (SEAL PROBATE PROBATE PROBATE PROBATE PROBATE PROBATE PROBATE PROBATE OUNTY OF GREENVILLE) Persynally appeared before me the undersigned who made outh that (s)the saw Livery Constitution Seal Additive the foregoing Agreement(s) and that (s)the with the other subscribing witness witnessed the execution thereof WORN to before me this WORN to before me this Livery Constitution expires to the content of the co	Jain B. Duttes Jebarah Martin	FIDERTY FEDERAL STVINGS & LOAN ASSOCIATION BY: CONTROL (SEAL) (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 further obsideration of One dollar (\$1.60), the receipt of which is hereby asknowledged I (we), the undersigned(s) as transferring OBLIOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby. In the presence of: Lidward in Hombride Buildings in Indicate (SEAL Lidery) Author (SEAL Lidery) Transferring OBLIGOR(S) PROBATE PROBATE Persynally agreement before me the undersigned who made outh that (s) he saw Educad A Hernities Indicate Addition the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof WORN to before me this Indicate Addition to foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof WORN to before me this Indicate Addition to foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof works to before me this Indicate Addition to foregoing Agreement (s) and that (s) he with the other subscribing witness witnessed the execution thereof works to before me this Indicate Addition to foregoing Agreement (s) and that (s) he with the other subscribing witness witnessed the execution thereof works to before me this Indicate Addition to foregoing Agreement (s) and that (s) he with the other subscribing witness witnessed the execution thereof works with the foregoing agreement (s) and that (s) he with the other subscribing witness witnessed the execution thereof works with the foregoing agreement (s) and that (s) he with the other subscribing witness witnessed the execution thereof works with the foregoing agreement (s) and that (s) he with the other subscribing witness witnessed the execution thereof works with the foregoing agreement (s) and that (s) he with the other subscribing with the foregoing agreement (s) and that (s) he wi		(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 furthe obsideration of One dellar (\$1.69), the receipt of which is hereby acknowledged I (we), the undersigned(s) as transferring OBLIOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby. In the presence of: Live B. Author Live B. Author (SEAL Author Transferring OBLIGOR(S) PROBATE OUNTY OF GREENVILLE) Persynally appeared before me the undersigned who made outh that (s) he saw Educad H. Herabuse Class The Object Married Parties On, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof WORN to before me this WORN to before me this Author (SEAL) (SEAL) (SEAL)		(SEAL)
In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in furthe onsideration of One dellar (\$1.00), the receipt of which is hereby acknowledged. I (we, the undersigned(s) as transferring OBLIOR(S) do hereby consent to the terms of this Medification and Assumption Agreement and agree to be bound thereby. In the presence of: Live B. Author CSEAL Author CSEAL Author Transferring OBLIGOR(S) TRANSferring OBLIGOR(S) PROBATE Persyrally appeared before me the undersigned who made outh that (s) he saw County Of GREENVILLE) Persyrally appeared before me the undersigned who made outh that (s) he saw County Object the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof WORN to before me this County Object 1976 WORN to before me this County Object 1976 CSEAL Output Manual (SEAL)		Assuming OBLIGOR(S)
GEAL SEAL Transferring OBLIGOR(S) Transferring OBLIGOR(S) FROBATE OUNTY OF GREENVILLE) Personally superred before me the undersigned who made outh that (s) he saw Educad H. Hernhule Place the Oblive Marnel Parties gen, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof WORN to before me this WORN to before me this Commission expires: W. SEAL) SEAL	In consideration of Fidelity Federal Savings a consideration of One dellar (\$1.60), the receipt of OR(S) do hereby consent to the terms of this Mo	and Loan Association's consent to the assumption outlined above, and in further f which is hereby acknowledged. I (wer, the undersigned(s) as transferring OBLI-selffication and Assumption Agreement and agree to be bound thereby.
SEAL Selected South Carolina (SEAL OUNTY OF GREENVILLE) Personally opposited before me the undersigned who made outh that (s)he saw Educad H. Heraktee Such the Obove Hamed Parties gen, seel and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof WORN to before me this See and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof WORN to before me this See and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof WORN to before me this See and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof WORN to before me this See and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof WORN to before me this See and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof WORN to before me this See and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof WORN to before me this See and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof WORN to before me this See and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof		
Debotal Death Transferring OBLIGOR(S) TATE OF SOUTH CAROLINA) OUNTY OF GREENVILLE) Personally appeared before me the undersigned who made outh that (s) he saw Educal H. Herakite Line The Olive Marned Parties gen, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof WOHN to before me this Line Market (SEAL) Output Market (SEAL) Output Market (SEAL) Output Market (SEAL)	Vian & Suttless	(S.AL)
PROBATE OUNTY OF GREENVILLE) Personally oppeared before me the undersigned who made outh that (s)he saw Educad H. Hendule Cut the Other Humed Parties gn, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof WORN to before me this Cut you have the foregoing Agreement (s) and that (s)he with the other subscribing witness witnessed the execution thereof University of the foregoing Agreement (s) and that (s)he with the other subscribing witness witnessed the execution thereof Output Market (SEAL) Output Market (SEAL)	Depart & Martin	(SEAL)
PROBATE Personally appeared before me the undersigned who made oath that (s) he saw Educad H. Hembre Personally appeared before me the undersigned who made oath that (s) he saw Educad H. Hembre Region of the Other Manual Parties Region of the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof RORN to before me this Region of the Carolina (SEAL) Other Public for South Carolina A commission exores: 4:	THE OF SOUTH CAROLINA	Transferring OBLIGOR(S)
and the Olove Mamed Parties gro, seel and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof WORN to before me this Like Many Public for South Carolina y commission expires: 14.	OUNTY OF GREENVILLE)	El. 0 41 41.
WORN to before me this Respect 1976 Listual M. Garrello (SEAL) otary Public for South Carolina y commission expires: 14.	and the Obove named A	artis
Les just M. Garner (SEAL) otary Public for South Carolina y commission expires: W.		the man some with the other subscribing witness witnessed the execution thereof.
otary Public for South Carolina (v commission expires: 4)		N. Level But
and the second s	otary Public for South Carolina by commission expires: 12.	(SEAL)
8-21-1984 PECORDED 11925'76 At 3:20 P.M. 23598	8-3	

9

M,