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## FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

## MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA	Loan Account No.
COUNTY OF GREENVILLE	
WHEREAS Fidelity Federal Savings and Loan Association of	f Greenville, South Carolina, hereinafter referred to as the ASSO- October 20, 1977 David C. K.  in the original sum of \$ 54.950.00 hearing
CIATION, is the owner and holder of a promissory note dated — Lin and Amy H. Lin  Interest at the rate of 8.5 % and secured by a first more Section One, Sugar Creek, Greenville Court	in the original sum of \$ 54.950.00 hearing
Interest at the rate of 8.5 % and secured by a first mort	gage on the premises being known as Lot No. 141, Map 4,
Section One, Sugar Creek, Greenville Cou	nty, S. C. , which is recorded in the RMC office for
Greenville County in Mortgage Book 1413, page to the undersigned OBLIGOR(S), who has (have) agreed to assume WHEREAS the ASSOCIATION has agreed to said transfer of assumption of the mortgage loan, provided the interest rate on the	e 384 e said mortgage loan and to pay the balance due thereon; and f ownership of the mortgaged premises to the OBLIGOR and his e balance due is increased from
rate of	20th March 79
NOW, THEREFORE, this agreement made and entered into the ASSOCIATION, as mortgagee, and as assuming OBLIGOR,	his Zyen day of March 19 77, by and between , Jr. and Jackie B. Davies
WITNES	SSETH:
In consideration of the premises and the further sum of \$1.00 parties acknowledged, the undersigned parties agree as follows: 5 (1) That the loan balance at the time of this assumption is \$	aid by the ASSOCIATION to the OBLIGOR, receipt of which is 44,343.95, that the ASSOCIATION is presently increas-
ing the interest rate on the balance tonine (9) %. That the O	
of \$ 444.08 each with payments to be applied first to in month with the first monthly payment being due April 1	nterest and then to remaining principal balance due from month to
"LATE CHARGE" not to exceed an amount equal to five per cent	n excess of (15) fifteen days, the ASSOCIATION may collect a tum (5%) of any such past due installment payment.  ortgage shall continue in full force, except as modified expressly by
(4) That this Agreement shall bind jointly and severally the st	uccessors and assigns of the ASSOCIATION and OBLIGOR, his ands and seals this, 19
In the presence of:  Constance G. McBride  Cille for One	RIDELITY FEDERALISAVINOS & LOAN ASSOCIATION BY 11CH H. MINCHEST THE AS A SERVINGEAL)
Alleen D. Putman	O a (SEAL)
	Dayld G. Daviessuming OBLIGOR(S) (SEAL)
	Jackie B. Davies
CONSENT AND AGREEMENT OF	F TRANSFERRING OBLIGOR(S)
	tion's consent to the assumption outlined above, and in further y acknowledged, I (we), the undersigned(s) as transferring OBLI-
In the presence of:	(SEAL)
Canatance 13. 111. Buil	(SEAL)
Wille W. Draw	Amy H. Lin
Aileen D. Putman	(SEAL)
	Transferring OBLIGOR(S)
STATE OF SOUTH CAROLINA ) COUNTY OF GREENVILLE )	PROBATE
Personally appeared before me the undersigned who made out David G. Davies, Jr. & Jackie B. Davies, Assuming terring of the foregoing Agreement(s) and that (s) he wi	th that (s)he saw Jack H. Mitchell HI as Agent for Lende g obligors, David C. K. Lin and Amy H. Lin, Trans
SWORN to before me this	to the other subscribing witness witnessed the execution thereof.
29th day of March 1, 19 79  Calley D. J. June (SEAL)	Constance G. M. Sul
Notary Public for South Carolina My commission expires: 11-21-84	Constance G. McBride

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