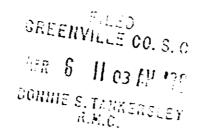
410

0.



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 Greenville, South Carolina, hereinafter referred to as the ASSO-CIATION, is the owner and holder of a promissory note dated August 24, 1978, executed by	
CIATION, is the owner and holder of a promissory note dated ————————————————————————————————————	executed by
Lot 9/, Gray Fox Subdivision	ge on the premises being known as, which is recorded in the RMC office for
Greenville County in Mortgage Book 1442, page 230, title to which property is now being transferred to the undersigned OBLIGOR(S), who has (have) agreed to assume said mortgage loan and to pay the balance due thereon; and WHEREAS the ASSOCIATION has agreed to said transfer of ownership of the mortgaged premises to the OBLIGOR and his assumption of the mortgage loan, provided the interest rate on the balance due is increased from 5 to a present rate of 10 %.	
NOW, THEREFORE, this agreement made and entered into this	29 day of March, 19.79, by and between
the ASSOCIATION, as mortgagee, and James S. Best as assuming OBLIGOR,	nd Esther Best
WITNESSETH:	
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: (1) That the loan balance at the time of this assumption is \$\frac{47,264.33}{}\$; that the ASSOCIATION is presently increasing the interest rate on the balance to \$\frac{\text{nine}}{\text{nine}}\$%. That the OBLIGOR agrees to repay said obligation in monthly installments	
of \$ 417.42	auun agrees to repay said obligation in monthly installments
of \$\\\ \frac{417.42}{\text{each}}\$ each with payments to be applied first to interest and then to remaining principal balance due from month to month with the first monthly payment being due \text{April 1.} \tag{9.79}	
(2) Should any installment payment become due for a period in excess of (15) fifteen days, the ASSOCIATION may collect a "LATE CHARGE" not to exceed an amount equal to five per centum (5%) of any such past due installment payment. (3) That all terms and conditions as set out in the note and mortgage shall continue in full force, except as readified expressly by	
this Agreement. (4) That this Agreement shall bind jointly and severally the successory and assigns of the ASSOCIATION and OBLIGOR, his	
in witness whereof the parties hereto have set their hands and seals this 29th day of March 19 79	
In the presence of: James	FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION
Joanne B Ross	mus S. Best (SEAL)
0	Esther J Best (SEAL)
	Assuming OBLIGOR(S)
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 consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLI-GOR(S) do hereby consent to the terms of this Modification and Assumption Agreement	
In the presence of:	- Chelip R. Mahore (SEAL)
Janualle Hulley	gosie zu Molonaky (SEAL)
Donille Startle	((SEAL)
> Joanne B Ross	(SEAL)
STATE OF SOUTH CAROLINA)	Transferring OBLIGOR(S) (SEAL)
COUNTY OF GREENVILLE)	PROBATE
Personally appeared before me the undersigned who made oath t	that (s)he sawPhilip R. Mahoney and
Josie W. Mahoney, the Assuming Ohligor and sign, seal and deliver the foregoing Agreement(s) and that (s) he with	d Agent for Fidelity Red. S&L Assn.
SWORN to before me this 29th day of March 19 79	\cap \circ \circ
Notary Public for South Carolina (SEAL)	Joanne B. Ross
My commission expires: 9/26/87	

29950

RECORDED APR 6 1979 at 11:03 A.M.