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PAR ERSLEY

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

WHEREAS Fidelity Federal Savings and Lean Association of Greenville, South Carolina, hereinafter referred to as the ASSOCIATION, it he cover and holder of a promisery note dated APT1 5, 1979 , executed by Fullian Cooper Full folians and the cover and holder of a promisery note dated APT1 5, 1979 , executed by Fullian Cooper Full folians and the company of the comp	STATE OF SOUTH CAROLINA	Loan Account No.
WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the ASSOCIATION, is the owner and holder of a promisery note dated APT1 5, 1979 executed by Pullican Cooper Builders when the original sum of \$22,000.00 — paging Interest, if the rate of 10.5/8 % and secured by a first mottpace on the premiers being known as Lot 39, 18011y Trees, Sulfanorote Lance which property is not being transferred to send the original sum of \$22,000.00 — paging Interest, if the rate of 10.5/8 % and secured by a first mottpace on the premiers being known as Lot 39, 18011y Trees, Now, The Property is now being transferred on the undersigned Obliginal State of the University of the mottpace of the Interest are undersigned of the mottpace of the Interest of the University of the mottpace of the Interest of the University of the mottpace of the Interest of the University of the mottpace of the Interest of the University of the Management of the Association of the mottpace of the University of the Interest of the Interest of the University of the Interest of the Interest of th		
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Greenville County in Mortgage Book 1462. Tage 1461. The consideration of the mortgage ban, provided the interest rate on the balance due increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance for mortgage ban, provided the interest rate on the balance to mortgage, and mortgage band as assuming oblidions. WITNESSETH: WITNESSETH: WITNESSETH: WITNESSETH: WITNESSETH: WITNESSETH: In consideration of the premises and the further soun of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is hereby acknowledged, the undersigned parties agree as follows: 40,000.00. ; that the ASSOCIATION is presently increasing the interest rate on the balance to 11. (1) That the lone balance at the time of this assumption is \$4.00,000.00. ; that the ASSOCIATION is presently increasing the interest rate on the kalance to 11. (2) Should any installment payment become due for a period in excess of the time of the morthly installment to month with the first monthly payment being due \$20 to 15 pitched and then to rempining principal balance and for \$2.00 to any such past due 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°c) 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 and fitted payment. The presence of: In the presence of: FURNAN COOPER B	CIATION, is the owner and holder of a promissory note dated -	April 5, 1979, executed by Furman Cooper
Greenville County in Mortgage Book 1462. The property is now being transferred to the undersigned OBLICOR(S), who has drawly agreed to assume said mortgage loan and to pay the balance due thereon; and his assumption of the mortgage bail, provided the interest rate on the balance due is increased from the late of 11	Builders	in the original sum of \$72,000.00—bearing
Greenville County in Mortgage Book 1462. Tage 1461. The consideration of the mortgage ban, provided the interest rate on the balance due increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance for mortgage ban, provided the interest rate on the balance to mortgage, and mortgage band as assuming oblidions. WITNESSETH: WITNESSETH: WITNESSETH: WITNESSETH: WITNESSETH: WITNESSETH: In consideration of the premises and the further soun of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is hereby acknowledged, the undersigned parties agree as follows: 40,000.00. ; that the ASSOCIATION is presently increasing the interest rate on the balance to 11. (1) That the lone balance at the time of this assumption is \$4.00,000.00. ; that the ASSOCIATION is presently increasing the interest rate on the kalance to 11. (2) Should any installment payment become due for a period in excess of the time of the morthly installment to month with the first monthly payment being due \$20 to 15 pitched and then to rempining principal balance and for \$2.00 to any such past due 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°c) 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 and fitted payment. The presence of: In the presence of: FURNAN COOPER B	interest at the rate of $\frac{10.5/8}{}$ % and secured by a first mor	tgage on the premises being known as Lot 89, Holly
Greenville County in Mortgage Book 1462. Tage 1461. The consideration of the mortgage ban, provided the interest rate on the balance due increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance due is increased from mortgage ban, provided the interest rate on the balance for mortgage ban, provided the interest rate on the balance to mortgage, and mortgage band as assuming oblidions. WITNESSETH: WITNESSETH: WITNESSETH: WITNESSETH: WITNESSETH: WITNESSETH: In consideration of the premises and the further soun of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is hereby acknowledged, the undersigned parties agree as follows: 40,000.00. ; that the ASSOCIATION is presently increasing the interest rate on the balance to 11. (1) That the lone balance at the time of this assumption is \$4.00,000.00. ; that the ASSOCIATION is presently increasing the interest rate on the kalance to 11. (2) Should any installment payment become due for a period in excess of the time of the morthly installment to month with the first monthly payment being due \$20 to 15 pitched and then to rempining principal balance and for \$2.00 to any such past due 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°c) 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 and fitted payment. The presence of: In the presence of: FURNAN COOPER B	Tree, Sagramore Lane	which is recorded in the RMC office for
NOW, THEREPORE, this agreement made and entered into this 20th day of August 19 79, by and between the ASSOCIATION, as mottagee, and Robert P. Whetstone and Isabella L. Whetstone————————————————————————————————————	Greenville County in Mortgage Book 1462, pay to the undersigned OBLIGOR(S), who has (have) agreed to assum WHEREAS the ASSOCIATION has agreed to said transfer of assumption of the mortgage loan, provided the interest rate on the	title to which property is now being transferred to said mortgage loan and to pay the balance due thereon; and of ownership of the mortgaged premises to the OBLIGOR and his the balance due is increased from
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 pasties agree as follows: (1) That the loan balance at the time of this assumption is \$40,000.00\$, that the ASSOCIATION is presently increasing the interest rate on the Balance to \$1.1	NOW THEREFORE this agreement made and entered into	this 20th day of August 19 79 hy and between
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 pasties agree as follows: (1) That the loan balance at the time of this assumption is \$40,000.00\$, that the ASSOCIATION is presently increasing the interest rate on the Balance to \$1.1	Robert P. Whet	stone and Isabella L. Whetstone
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: \$40,000.00\$; that the ASSOCIATION is presently increasing the interest rate on the balance to 11 per 11 per 12 per 12 per 12 per 132.56 per 12 per	as assuming OBLIGOR,	
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 stollows: (1) That the loan balance of the title sum sumption is \$40,000.00; that the ASSOCIATION is presently increasing the interest rate on the balance to \$1.32.06. (2) South with partners to be applied first to interest and then to remaining principal balance due from month to month with the first monthly partners to be applied first to interest and then to remaining principal balance due from month to month with the first monthly partners being due September 1 19. (2) Should any installment payment being due September 1 19. (3) That all terms and conditions as set out in the note and mortgage shall continue in full force perts as modified expressly by this Agreement. (3) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and the heirs of the ASSOCIATION and the		SSETH:
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ass. 66 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 content with the first monthly payment before 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°c) 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 modified expressly by this agreement. (4) That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified expressly by this agreement. (4) That all terms and conditions as set out in the note and mortgage shall continue in full first and of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns and assigns and successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, heirs, successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, hei		
(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 modified expressly by this Agreement. (4) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their hands and seals this 20th day of AUXIUST. (9) To the presence of: FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION P.A. HORION, DRAMDY, HAGINS, WARD & BIRKELLY, P.A. FARTHER THE PARTY OF TRANSFERRING 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 OBLIGOR(S) CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In the presence of: FURNAL COPER BUILDERS (SEAL) STATE OF SOUTH CAROLINA) PROBATE Personally appeared before me the undersigned who made oath that (s) he saw James C. Blakely, Jr., (SEAL) Transferring OBLIGOR(S) PROBATE STATE OF SOUTH CAROLINA) PROBATE Personally appeared before me the undersigned who made oath that (s) he saw James C. Blakely, Jr., ROBERT P. Whotstone, Isabella L. Whetstone, and Furman Cooper Builders by President sign, seal addlever the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof.	382.66 each with payments to be applied first to	interest and then to remaining principal balance due from month to
(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 modified expressly by this Agreement. (4) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their hands and seals this 20th day of AUXIUST. (9) To the presence of: FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION P.A. HORION, DRAMDY, HAGINS, WARD & BIRKELLY, P.A. FARTHER THE PARTY OF TRANSFERRING 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 OBLIGOR(S) CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In the presence of: FURNAL COPER BUILDERS (SEAL) STATE OF SOUTH CAROLINA) PROBATE Personally appeared before me the undersigned who made oath that (s) he saw James C. Blakely, Jr., (SEAL) Transferring OBLIGOR(S) PROBATE STATE OF SOUTH CAROLINA) PROBATE Personally appeared before me the undersigned who made oath that (s) he saw James C. Blakely, Jr., ROBERT P. Whotstone, Isabella L. Whetstone, and Furman Cooper Builders by President sign, seal addlever the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof.	month with the first monthly nayment being due September	er 1 79 "
(3) That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified expressly by this Agreement. (4) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their hands and seals this 20th day of AUGUST. In the presence of: FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION P.A. HORION, DRAWDY, HAGINS, WARD & ELAKIND, P.A. FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION P.A. FIDELITY FEDERAL SAVINGS & LOAN A	(2) Should any installment payment become due for a period "LATE CHARGE" not to exceed an amount equal to five per cer	in excess of (15) fifteen days, the ASSOCIATION may collect a ntum (5%) of any such past due installment payment.
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 OBLIGOR(S) In the presence of: 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 OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement (SEAL) By: furmer (Course) (SEAL) Transferring OBLIGOR(S) STATE OF SOUTH CAROLINA) PROBATE STATE OF SOUTH CAROLINA) PROBATE STATE OF SOUTH CAROLINA PROBATE STATE OF SOUTH CAROLINA STATE OF SOUTH CAROLINA PROBATE STATE OF SOUTH CAROLINA STATE OF SOUTH CAROLINA PROBATE STATE OF SOUTH CAROLINA STATE OF SOUTH CAROLINA PROBATE STATE OF SOUTH CAROLINA STATE OF SOUTH CAROLINA PROBATE STATE OF SOUTH CAROLINA STATE OF SOUTH	(3) That all terms and conditions as set out in the note and n	nortgage shall continue in full force, except as modified expressly by
In the presence of: FIDELITY FEDERAL, SAVINGS & LOAN ASSOCIATION BY. HORION, DRAWDY, HAGINS, WARD & BLARKEY, P.A. FIDELITY FEDERAL, SAVINGS & LOAN ASSOCIATION BY. HORION, DRAWDY, HAGINS, WARD & BLARKEY, P.A. James C. Blakey, J.	(4) That this Agreement shall bind jointly and severally the	successors and assigns of the ASSOCIATION and OBLIGOR, his
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 OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement In the presence of: STATE OF SOUTH CAROLINA) PROBATE Personally appeared before me the undersigned who made oath that (s) he saw James C. Blakely, Jr., RODER P. Whetstone, Isabella L. Whetstone, and Furman Cooper Builders by President sign, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof. SWONN to before me this 20th day of August (SEAL)	heirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their l	hands and seals this 20th day of August 19 79.
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 OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement In the presence of: FURMAN COOPER BUILDERS (SEAL) BY: FURMAN COOPER BUILDERS (SEAL) Transferring OBLIGOR(S) STATE OF SOUTH CAROLINA) PROBATE COUNTY OF GREENVILLE) Personally appeared before me the undersigned who made oath that (s)he saw James C. Blakely, Jr., Robert P. Whetstone, Isabella L. Whetstone, and Furman Cooper Builders by President sign, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof. SWORN to before me this 20th day of Aixquist (SEAL)	Jan M. Willie	BY: HORTON, DRAWDY, HAGINS, WARD & BLAKELY, P.A. James C., Blakely, Jr. Robert Whittone (SEAL) Sahella L. Wetstone (SEAL)
	In consideration of Fidelity Federal Savings and Loan Associc consideration of One dollar (\$1.00), the receipt of which is here GOR(S) do hereby consent to the terms of this Modification and A In the presence of: STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE) Personally appeared before me the undersigned who made of Robert P. Whetstone, Isabella L. Whetstone, sign, seal and deliver the foregoing Agreement(s) and that (s) he was sourced to the second control of the second contr	ation's consent to the assumption outlined above, and in further by acknowledged, I (we), the undersigned(s) as transferring OBLI-Assumption Agreement FURMAN COOPER BUILDERS (SEAL) BY: further (SEAL) (SEAL) Transferring OBLIGOR(S) PROBATE ath that (s)he saw James C. Blakely, Jr., and Furman Cooper Builders by President

RECORD: AUG 2 0 1979 at 3:45 P.M.

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