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GREENVILLE CO. S.C.
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DONNIE S. TANKERSLEY
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FILED
GREENVILLE CO. S.C.

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NOV 2 1973

Loan Account No. 14042

WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina (hereinafter referred to as ASSOCIATION), is the owner and holder of a promissory note dated June 11, 1971 executed by Ted S. Overcash and Wilma B. Overcash in the original sum of $34,650.00 bearing interest at the rate of 7-3/4 % and secured by a first mortgage on the premises being known as Lot 19, Holly Road, Greenville County, in Mortgage Book 1195, page 319, which is recorded in the RMC office for Greenville County, and which mortgage has been transferred to the undersigned [illegible] and has assumed the mortgage indebtedness [illegible] to a second rate of eight % and can be evaluated as hereinafter stated.

NOW, THEREFORE, this agreement made and entered into this 20th day of November, 1973, by and between the ASSOCIATION as mortgagee, and Dewey F. Huggins and Louise F. Huggins as assuming OBLIGOR.

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 the assumption is $33,393.56; that the ASSOCIATION is presently increasing the interest rate on the balance to 8 %. That the OBLIGOR agrees to pay said obligation in monthly installments of $269.27 each with payments to be applied first to interest and then to reducing principal balance due from month to month, with the first monthly payment being due December 1, 1973.

(2) THE UNDERSIGNED agrees that the aforesaid rate of interest may from time to time, in the discretion of the ASSOCIATION be increased to the maximum rate and amount permitted to be charged by the laws of South Carolina. Provided, however, that in no event shall the maximum rate of interest exceed eight 8 % per annum on the balance due. The ASSOCIATION shall send written notice of any increase in interest rate to the last known address of the OBLIGOR, and such increase shall become effective thirty days after written notice is mailed. It is further agreed that the monthly installment payments may be adjusted in proportion to increases in interest rates to allow the obligation to be retired in full in approximately the same time as would have occurred had no such increase in interest rate [illegible]

(3) Should any installment payment be due for a period of time of less than [illegible], the ASSOCIATION may collect a "LATE CHARGE" [illegible] in an amount equal to five percent (5%) of any such delinquent installment payment.

(4) [illegible] that such payments, including [illegible] payments [illegible] of the assumption [illegible]

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