FILED
GREENVILLE CO. S. C.
MAIN
AM 8 4 03 PM '73

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GREENVILLE, SOUTH CAROLINA 29601

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FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Cancelled
Bonnie S. Lankford
Rmc

Loan No. [illegible]

WHEREAS Fidelity Federal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the ASSOCIATION, is the owner and holder of a promissory note dated June 10, 1972 executed by Harold M. Sobko and Barbara A. Sobko in the original sum of $ 31,950.00 bearing interest at the rate of ____% and secured by a first mortgage on the premises being known as Lot 107, Section Three, Northwood Hills, Greenville County, SC, which is recorded in the RMC office for Greenville County in Mortgage Book 1238, page 125, 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 7 1/2 % to present rate of 7 3/4ths %, and can be escalated as hereinafter stated.

NOW, THEREFORE, this agreement made and entered into this 8th day of June, 19 73, by and between the ASSOCIATION, as mortgagee, and Richard L. Babb and Mary F. Babb 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 this assumption is $ 31,651.86; that the ASSOCIATION is presently assessing the interest rate on the balance at 7 3/4 %. That the OBLIGOR agrees to repay said obligation in monthly installments of $ 229.12 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 July 1st, 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 be increased to the maximum rate per annum permitted to be charged by the then applicable South Carolina law. Provided, however, that in no event shall the maximum rate of interest exceed 7 3/4ths 7 3/4ths % per annum on the balance due. The ASSOCIATION shall send written notice of any increase in interest rates to the last known address of the OBLIGOR(S) and such increase shall become effective thirty (30) days after written notice is mailed. It is further agreed that the monthly installment payments may be adjusted in proportion to increments in interest rates to allow the obligation to be retired in 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 (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.

(4) Privilege is reserved by the obligor to make additional payments on the principal balance assumed provided that such payments, including obligatory principal payments do not in any twelve (12) month period beginning on the anniversary of the assumption

STATE OF S. C.
INTANGIBLE TAX
AUG 17 1973

CRS, AUDITOR
GREENVILLE CO. S. C.
AUG 17 1973

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