

(3) Should any installment payment become due for a period in excess of 15 days, the Association may collect a "Late Charge" not to exceed an amount equal to 5% of any such past due installment payment.

(4) Privilege is reserved by the obligor to make additional payments on the principal balance assumed providing that such payments, including obligatory principal payments do not in any 12 month period beginning on an anniversary of the assumption exceed 20% of the original principal balance assumed. Further privilege is reserved to pay in excess of 20% of the original principal balance assumed upon the payment to the Association of a premium equal to six months interest on such excess amount computed at the then prevailing rate of interest according to the terms of this agreement between the undersigned parties. Provided, however, the entire balance may be paid in full without any additional premium during any thirty-day notice period after the Association has given written notice that the interest rate is to be escalated.

(5) 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.

(6) That this Agreement shall bind jointly and severally the successors and assigns of the Association and Obligors, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Greenville, S. C., this 14th day of February 1970.

In the Presence of:

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION (SEAL)

John Y. Chesser
Virginia E. Roberts

BY: Patricia J. Murdoch
Laura R. Murdoch
Obligors

~~CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR~~

~~In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of \$1.00, receipt of which is hereby acknowledged, I, the undersigned, as transferring Obligor do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby.~~

~~In the presence of:~~

~~_____~~
~~_____~~

~~Transferring Obligor~~

(CONTINUED ON NEXT PAGE)