

GREENVILLE, S. C.
FEB 19 4 36 PM '70

BOOK 1148 PAGE 495

OLLIE FARNSWORTH
R. H. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

LOAN MODIFICATION AND
ASSUMPTION AGREEMENT

This agreement made this 12th day of February, 1970, between
Carolina Federal Savings and Loan Association of Greenville, South Carolina, a corporation chartered under
the laws of the United States, hereinafter called the "Association", and H. Hoover Gates and
Jane E. Gates
hereinafter called the "Purchaser."

WITNESSETH:

Whereas, the Association is the owner and holder of a promissory note dated May 13, 1963
executed by Wideman E. Durham
in the original amount of \$ 34,000.00 and secured by a mortgage on the premises known and designa-
ted as Lot 64, Wade Hampton Terrace and Lot 63, Wade Hampton Terrace, Edwards Road,
said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book
922 at page 62; and

Whereas, the present owner of the aforesaid property desires to convey the same to the Purchaser who
desires to assume the mortgage indebtedness and has requested the written consent of the Association to said
transfer, pursuant to ~~Paragraph 5 of~~ the aforesaid mortgage, which consent the Association has agreed to grant,
provided the terms of the indebtedness are modified as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter expressed it
is understood and agreed as follows:

1. The principal indebtedness now remaining unpaid on said loan is \$ 26,800.00, the interest
rate from the date hereof shall be 7 % per annum, and the said unpaid principal and interest shall be
payable in monthly installments of \$ 232.43 each on the first day of each month hereafter until the
principal and interest are fully paid; the balance of said principal and interest, if not sooner paid, shall be due
and payable on the first day of June, 1983.
2. All terms and conditions of the said promissory note and the said mortgage which it secures (which are
incorporated herein by reference) shall continue in full force except as expressly modified by this agreement.
3. The Purchaser assumes and agrees to pay the indebtedness in accordance with the terms of said note
and said mortgage as the same are modified by this agreement, and the Association hereby consents to the transfer
of said property to the Purchaser and to said assumption.
4. This agreement shall bind the heirs, the executors, the administrators, the successors, and the assigns of
the Association and of the Purchaser, respectively.

IN WITNESS WHEREOF, the Association has caused its corporate seal to be hereunto affixed and these
presents to be subscribed by its duly authorized officer, and the Purchaser has hereunto set his/her/their hand
and seal, or, if the Purchaser be a corporation, has caused its corporate seal to be hereunto affixed and these
presents to be subscribed by its duly authorized officer(s) on the date and year above written.

In the Presence of:

CAROLINA FEDERAL SAVINGS AND
LOAN ASSOCIATION

Gregory C. Lunge
Ann S. Huchabee
As to the Association

By W. E. Henderson (L.S.)
Ex. Vice Pres

Linda M. Bean
Thomas Quincy
As to the Purchaser

H. Hoover Gates (L.S.)
Jane E. Gates (L.S.)
Purchaser

(CONTINUED ON NEXT PAGE)