OLLIE FARNSWORTH MAY 15 1970 R. M. C. FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

COUNTY OF CHEENVILLE WHEREAS Fleitly Federal Savings and Lean Association of Greenville, South Carolina, heroinafter referred to as the ASSOCIATION, is private and poles of a promisery note dated September 11. 1968	STATE OF SOUTH CAROLINA Loan Account No. 17677
CIATION, is the owner and holder of a promiseory note dated September 11, 1984 — executed by Jalines Michael In the Original sum of 2, 3350.00 — bearing histories at the rate of 7	
DETIVE, Sec. 4, Edwards Foyest, Greenville County, S. C. Greenville County in Meritage Book as the Sec. 103 Greenville County in Meritage Book as the Sec. 103 Greenville County in Meritage Book as the Sec. 103 WIEERAS the ASSOCIATION has agreed to a present and meritage lost and which property is now being transferred WIEERAS the ASSOCIATION has agreed to and stranter of coverable of the meritage lost and stransfer of coverable of the stransfer of the stransfer of the meritage lost and stransfer of coverable of the stransfer of the stran	CIATION, is the owner and holder of a promissory note dated September 11, 1968, executed by James Michael York and Jean I. York
assumption of the mortrages lann, provided the interest rate on the bulance due is increased from	interest at the rate of
NOW, THEREFORE, this agreement made and entered into this -5th day of 1947 10.10, by and between the ASSOCIATION, as mortgages, and 1900ard R. Lasher and Mary E. Lasher. 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 understoped parties agree as follows: (1) That the foun balance at the time of this assumption is \$22,783.78. that the ASSOCIATION is presently increasing the interest rate on the balance to 10.5 %. That the OBLIGOR agrees to repay said obligation in monthly increasing the interest rate on the balance to 10.0 %. The the OBLIGOR agrees to repay said obligation in month with the first monthly asyment being due 11.00. THE UNDERSIGNED surgered; that the aforesaid rate of interest and then to remaining principal balance due from month to month with the forts monthly asyment being due 11.00. THE UNDERSIGNED surgered; that the aforesaid rate of interest on this collegation may from time to time in the discretion of the ASSOCIATION be increased to the maximum rate of interest exceed 9.10.0 %. The provided for the provided fo	assumption of the mortgage loan, provided the interest rate on the balance due is increased from% to a present
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: In That the ions balance at the time of this assumption is \$22.783.78; that the ASSOCIATION is presently increasing the interest rate on the balance to \$4.00 per second to the content of the saturation of \$1.00 per second to the time of this assumption is \$22.783.78; that the ASSOCIATION is presently increasing the interest rate on the balance to \$4.00 per second to the content of the ASSOCIATION because the content of the ASSOCIATION to be content of the ASSOCIATION because the activation of the ASSOCIATION because the content of the ASSOCIATION because the activation because the activation of the ASSOCIATION because the activation because the activat	NOW, THEREFORE, this agreement made and entered into this 5th day of May , 1970, by and between
In consideration of the aremines and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is hereby eclaworized, the underdispered parties agree as follows: (1) That the loan balance at the time of this assumption is \$22,783.78. that the ASSOCIATION is presently increase ing the interest rate on the balance to \$8.5%. That the OBLIGOR arrees to repay said obligation in monthly installments or \$5.187.00. each with payments to be applied first to interest and then to remaining principal balance due from month to month with the first mentity, payment, being due \$1.00. \$1.	as assuming Obligory
hereby achnowledged, the undersigned parties agree as follows: (1) That the loan balance at the time of this assumption is \$22,783.78 ; that the ASSOCIATION is presently increasing the interest rate on the balance to \$187.00 mean with sparsents to be applied first to interest and then to remaining principal balance due from month to month with the first menthly payment being due	
or s = 187.00 — 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	hereby acknowledged, the undersigned parties agree as follows: (1) That the loan balance at the time of this assumption is \$22,783.78; that the ASSOCIATION is presently increas-
law. Provided, however, that in no event shall the maximum rate of interest exceed 2 (9)% per annum on the balance due for a period of istry (60) months, from the effective date of such increase. Provided, further, that after the expiration of said sixty (60) months, the maximum rate of interest shall not exceed 10 (10)% per annum on the unpubli bilance. 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 railed. It is further agreed that the monthly installment nayments may be adjusted in proportion to increments in interest rates to allow the green of the OBLIGOR(S) and such increase shall become effective thirty (30) days after written notice is railed. It is further agreed that the monthly installment nayments may be adjusted in proportion to increments in interest rates to allow the retired in (1) Should any installment nayment become due for a period in excess of (16) ifficen days the ASSOCIATION may collect a CATE CHARGE not to exceed an amount could to five per centum (70°) of the original principal bulance assumed providing the providing obligatory principal bulance assumed upon payment to the ASSOCIATION of a premium equal to six (6) months interest on such excess amount computed at the then provaling rate of interest according to the rains of this agreement between the undersigned parties. Provided, however, the entire balance maxime that the interest rate is to be seculated. (5) That call terms and conditions as set out in the note and mortgage shall continue in full force, excess amount computed at the conditions are the providing the provided provided the providing the providing the providing the provi	of s_187.00 each with payments to be applied first to interest and then to remaining principal balance due from month to
of said sixty (60) months, the maximum rate of interest shall not exceed unpaid islance. The ASSOCIATION has lend written notice is majed. It is further agreed that the monthly installment payments may be adjusted in proportion to increments in interest rates to the least 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 silve the obligation to be relived in full in substantially the same time as would have occurred in the consideration of the continuous control of the control of	month with the first monthly payment being due
application of the control of the co	law. Provided, however, that in no event shall the maximum rate of interest exceed
(SEAL) Transferring OBLIGOR(S) CONNEYT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption of Fidelity Federal Savings and Loan Association's consideration of Fidelity Federal Savings and Loan Association's consideration of Fidelity Federal Savings and Loan Association's consent to the consent	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
this Agreement. (6) 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 5th day of May 19-70. In the prosence of: FIDELITY FEDERAL SAVINGS & JOAN ASSOCIATION BY: Worker Consent of Fidelity Federal Savings and Loan Association's Consent to the assumption outlined above, and in further 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, V (we), the undersigned(s) as transferring OBLIGOR(S) In the presence of: Summer Consent to the terms of this Modification and Assumption Agreement and agreed be bound through. STATE OF SOUTH CAROLINA) Personally appeared before me the undersigned who made oath that (s) he saw Howard R. Lasher and Mary E. Lasher sign, seal and deliver the foregoing Agreement(s) and that (s) he with the other subscribing witness witnessed the execution thereof. SWORN to before meths	ments, including obligatory principal payments do not in any twelve (12) month period beginning on an anniversary of the assumption exceed twenty per centum (20%) of the original principal balance assumed. Further privilege is reserved to pay in excess of twenty per centum (20%) of the original principal balance assumed upon payment to the ASSOCIATION of a premium equal to six (6) 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 (30) day notice period after the ASSOCIATION has given written notice that the interest rate is to be escalated.
PROBATE Segrential Section BY: Many E. Lasher (SEAL) Assuming OBLIGOR(S) CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, Y (wo), the undersigned(s) as transferring OBLIGOR(S) In the presence of: Many E. Lasher (SEAL) Assuming OBLIGOR(S) (SEAL) In the presence of: Many E. Lasher (SEAL) (SEAL) Transferring OBLIGOR(S) STATE OF SOUTH CAROLINA) PROBATE Personally appeared before me the undersigned who made oath that (s) he saw Howard R. Lasher and Mary E. Lasher sign, seal and deliver the foregoing Agreement(s) and that (a) he with the other subscribing witness witnessed the execution thereof. SWORN to before me this Many To	this Agreement (6) 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, (we), the undersigned(s) as transferring OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agreed to be poundythereby. In the presence of: Sundan Carolina (SEAL) Transferring OBLIGOR(S) Transferring OBLIGOR(S) STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE) Personally appeared before me the undersigned who made oath that (s) he saw Howard R. Lasher and Mary E. Lasher sign, seal and deliver the foregoing Agreement(s) and that (a) he with the other subscribing witness witnessed the execution thereof. SWORN to before me this	In the protence of: FIDELITY FEDERAL SAVINGS & JOAN ASSOCIATION
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Many E. Zashar Assuming OBLIGOR(S) GONSENT 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 and agree to be bound thereby. In the presence of: June	They have for farther to
GONSENT 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 V (we), the undersigned is a transferring OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agreement agreement and agreement and agreement and agreement and agreement agreement and agreement ag	Mary E. Lasher (SEAL)
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 and agreed to be bound thereby. In the presence of: Constant Co	Assuming OBLIGOR(S)
In the presence of: Second Color Card	
STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE) Personally appeared before me the undersigned who made oath that (s) he saw Howard R. Lasher and Mary E. Lasher 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 SWORN to be this SWORN	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 OBLI-GOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby.
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SWORN to before me this	Lasner
6+h May	sign, seal and deliver the foregoing Agreement(s) and that (s)he with the other subscribing witness witnessed the execution thereof.
and the same of the state of th	5th day of May , 10 70
Notary Public for South Carolina My commission expires Recorded May 15, 1970 at 2:16 P. M., ##21,948.	Notary Public for South Carolina
WR. dameter transferred in a large of the state substitution and the state of the s	WR. dameter transferred in a Trial of grater role with the same and th