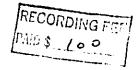
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BBOK 1201 PAGE 478

GREENVILLE CO. S. C. FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION CREENVILLE SOUTH CAROLINA

·	OUTH CAROLINA	
OLUM FARMSWORTH MODIFICATION & ASS	UMPTION AGREEMENT	
STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	Loan Account No.	· · · · · · · · · · · · · · · · · · ·
WHEREAS Fidelity Federal Savings and Loan Association of CIATION, is the owner and holder of a promissory note dated —		
	in the original sum of \$100,000.	00 bearing
interest at the rate of 5 3/4 % and secured by a first more	tgage on the premises being known as Lot 31	
Greenville County in Mortgage Book -939 , page to the undersigned OBLIGOR(S), who has (have) agreed to assum WHEREAS the ASSOCIATION has agreed to said transfer coassumption of the mortgage loan, provided the interest rate on the	title to which property is now being said mortgage loan and to pay the balance due there of ownership of the mortgaged premises to the OBL to balance due is increased from	ng transferred
rate of6_3/4	terstated.	
NOW, THEREFORE, this agreement made and entered into the ASSOCIATION, as mortgagee, and <u>Gibson Bros</u> , as assuming OBLIGOR,		
WITNE		
In consideration of the premises and the further sum of \$1.00 p hereby acknowledged, the undersigned parties agree as follows: (1) That the loan balance at the time of this assumption is \$	76, 196.35 ; that the ASSOCIATION is pres	ently increas-
ing the interest rate on the balance to $\frac{6.3/4}{735.03}$. That the O of \$ 735.03 each with payments to be applied first to in	BLIGOR agrees to repay said obligation in monthly	· installments
nonth with the first monthly payment being due <u>August</u> (2) THE UNDERSIGNED agree(s) that the aforesaid rate of	1 1971.	rom month to
of the ASSOCIATION be increased to the maximum rate per anni	um permitted to be charged by the then applicable S	outh Carolina
aw. Provided, however, that in no event shall the maximum rate of the balance due. The ASSOCIATION shall send written notice of OBLIGOR(S) and such increase shall become effective thirty (30	D) days after written notice is mailed. It is further no	read that the
monthly installment payments may be adjusted in proportion to in full in substantially the same time as would have occurred prior (3) Should any installment payment become due for a period in LATE CHARGE not to exceed an expensive payment to propose the proposed and proposed to the proposed and proposed to the propos	r to any escalation in interest rate. n_excess_of_(15)_fifteen_days_the_ASSOCIATION_r	
'LATE CHARGE" not to exceed an amount equal to five per cent (4) Privilege is reserved by the obligor to make additional pay ments, including obligatory principal payments do not in any twelve	vments on the principal balance assumed providing th	int such pay-
exceed twenty per centum (2007) of the original principal balance per centum (2007) of the original principal balance assumed upor	e assumed. Further privilege is reserved to pay in exc a payment to the ASSOCIATION of a premium cou	ess of twenty al to six (6)
nonths interest on such excess amount computed at the then prevail between the undersigned parties, Provided, however, the entire bal	ling rate of interest according to the terms of the	is agreement
hirty (30) day notice period after the ASSOCIATION has given wr (5) That all terms and conditions as set out in the note and mo	ritten notice that the interest rate is to be escalated	·
his Agreement. (6) That this Agreement shall bind jointly and severally the sueirs, successors and assigns.		BLIGOR, his
IN WITNESS WHEREOF the parties hereto have set their ha	nds and seals this 30th day of July	
the presence of:	FIDELITY FEDERAL SAVINGS & LOAN AS	SOCIATION
Delgeris Il Garrison	BY: Donald To M. aluk.	(SEAL)
- Heron St. Cozhi	GIBSON BROS INC.	(SEAL)
	Cafaffyon, I'm	(SEAL)
	John Vill	(SEAL)
	Assuming OBLIGOR(S)	
COMPANY AND A COURT OF STREET		
CONSENT AND AGREEMENT OF In consideration of Fidelity Federal Savings and Loan Associati	· · ·	l in doubles
nsideration of One dollar (\$1.00), the receipt of which is hereby OR(S) do hereby consent to the terms of this Modification and Ass	acknowledged. I (we), the undersigned(y) as transfe	rring OBLI-
the presence of:	H.C. Sulson	(SEAL)
Stiden D. Gillia		(SEAL)
Fire D. Darreson		(SEAL)
	Transferring ODI ICOD(S)	(SEAL)
TATE OF SOUTH CAROLINA)	Transferring OBLIGOR(S)	
OUNTY OF GREENVILLE)	PROBATE	D . +
Personally appeared before me the undersigned who made oath	that (s) he saw was a source of the saw.	- Cposu-
en, seal and deliver the foregoing Agreement(s) and that (s)he with	the other subscribing witness witnessed the execut	on thereof.
VORN to before me this 30th day of July , 1970.	1	
HILLY WELLES	Debonah St Garz	
tary Public for South Carolina/79 commission expires: 8/4/79	MINDRAN IN XIANZ	went
Modification Agreement Recorded August 5, 197	1 at 2:38 P.M. #3805	