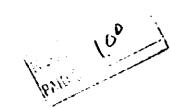
P.o. Pry 1268 Greenville, D. 29602



## FILED GREENVILLE, CO. S. C.

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for 17 10 27 M TO DOWNIE S. TANKERSLEY R.H.C

## FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

## MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	Loan Account No.
WHEREAS Fidelity Federal Savings and Loan Association of Gree CIATION, is the owner and holder of a promissory note dated Augus	
and Janice F. Greer	in the original sum of \$ 38,000.00 bearing
interest at the rate of8-1/2_% and secured by a first mortgage of	on the premises being known as Lot 90 New Haven
Dr., Merrifield Park, Sec. 2, Greenville County, S. C., which is recorded in the RMC office for	
Greenville County in Mortgage Book 1347, page to the undersigned OBLIGOR(S), who has (have) agreed to assume said WHEREAS the ASSOCIATION has agreed to said transfer of own assumption of the mortgage loan, provided the interest rate on the bala	ership of the mortgaged premises to the UBLIGUR and his
rate of _8-3/4, and can be escalated as hereinafter sta	
NOW, THEREFORE, this agreement made and entered into this	13th day of August, 1976, by and between
the ASSOCIATION, as mortgagee, and William R. Ground as assuming OBLIGOR,	and Saundra V. Ground
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 \$31,000.00 ; that the ASSOCIATION is presently increas-	
ing the interest rate on the balance to $-8-3/4$ —%. That the OBLIG	OR agrees to repay said obligation in monthly installments
of \$257.86 each with payments to be applied first to interest	
month with the first monthly payment being due September 1 (2) THE UNDERSIGNED agree(s) that the aforesaid rate of inte of the ASSOCIATION be increased to the maximum rate per annum per second secon	ermitted to be charged by the then applicable south Carolina
law. Provided, however, that in no event shall the maximum rate of interthe balance due. The ASSOCIATION shall send written notice of any OBLIGOR(S) and such increase shall become effective thirty (30) da monthly installment payments may be adjusted in proportion to increase in full in substantially the same time as would have occurred prior to a (3) Should any installment payment become due for a period in excutant CHARGE" not to exceed an amount equal to five per centum (4) That all terms and conditions as set out in the note and mortga	y increase in interest rates to the last known address of the last safter written notice is mailed. It is further agreed that the ments in interest rates to allow the obligation to be retired any escalation in interest rate.  cess of (15) fifteen days, the ASSOCIATION may collect a (5%) of any such past due installment payment.
this Agreement.  (5) That this Agreement shall bind jointly and severally the successheirs, successors and assigns.  IN WITNESS WHEREOF the parties hereto have set their hands	ssors and assigns of the ASSOCIATION and OBLIGOR, his
In the presence of:  By  Elizabeth Ja Johnson	FIDELITY FEDERAL SAVINGS & JOAN ASSOCIATION
anthia P. Glenn	Saundra V. Bround (SEAL)
	Assuming OBLIGOR(S) (SEAL)
CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S)	
In consideration of Fidelity Federal Savings and Loan Association's consideration of One dollar (\$1.00), the receipt of which is hereby act GOR(S) do hereby consent to the terms of this Modification and Assum	knowledged, I (we), the undersigned(s) as transferring OBLI-
In the prefence of:	Janush Jun (SEAL)
ashfhia & Shan	Janus Jower Fruil (SEAL)
STATE OF SOUTH CAROLINA )	Transferring OBLIGOR(S)
COUNTY OF GREENVILLE)	PROBATE
Personally appeared before me the undersigned who made oath that (s)he saw Mortgagee, the assuming obligors,	
and the transferring obligors 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	
Lathray of Augusy 19.76.  Clip about Superson (SEAL)	W. Hamil Hand
Notary Public for South Carolina My commession expires: 5-19-79	Cynthia & Stand

RECORDED AUG 17'76 At 10:27 A.M.

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