

GREENVILLE CO. S.C.

JAN 15 4 40 PM '79

1400 190

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

LOAN MODIFICATION AND  
ASSUMPTION AGREEMENT

This agreement made this 15th day of January, 1979, 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, Joel W. Gray, III & Lynn M. Gray

hereinafter called the "Purchaser."

WITNESSETH

Whereas, the Association is the owner and holder of a promissory note dated July 17, 1973  
executed by Thomas L. Tiller, Jr. and assumed by Charles H. Broome and Ann L. Broome  
by agreement dated June 23, 1975 (Bk: 1343, Pg: 329)  
in the original amount of \$ 39,600.00 and secured by a mortgage on the premises known and designated  
as 156 Paris Circle  
said mortgage being recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1284  
at page 727 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 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 \$ 37,487.99 the interest rate from the  
date hereof shall be 9 per annum, and the said unpaid principal and interest shall be payable in monthly in-  
stallments of \$ 301.94 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 January  
2009
2. All terms and conditions of the said promissory note and the said mortgage 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 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 officers, on the date and year first so written.

In the Presence of

*[Signature]*  
As to the Association

*[Signature]*  
As to the Purchaser

CAROLINA FEDERAL SAVINGS AND  
LOAN ASSOCIATION

By *[Signature]*  
Vice President

*[Signature]*  
Purchaser

REC'D  
JAN 15 1979

2.0001

1000107431

LOAN MODIFICATION AND ASSUMPTION AGREEMENT

RV-2