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GREENVILLE CO. S.C.
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CLERK OF SUPERIOR COURT
S.C.

1455-374

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 Greenville, South Carolina, hereinafter referred to as the ASSOCIATION, is the owner and holder of a promissory note dated January 25, 1978, executed by Fred B. Bowman and Eula M. Bowman in the original sum of \$ 42,700.00 bearing interest at the rate of 9 % and secured by a first mortgage on the premises being known as Lot 12 Gray Fox Run which is recorded in the RMC office for Greenville County in Mortgage Book 1421 Page 773 title to which property is now being transferred to the undersigned OBLIGOR, who has agreed to assume said mortgage loan and to pay the balance due thereon; and WHEREAS the ASSOCIATION has agreed to said transfer of ownership of the mortgaged premises to the OBLIGOR and his assumption of the mortgage loan, provided the interest rate in the balance due is increased from 9 % to a present rate of 9 %.

NOW, THEREFORE, this agreement made and entered into this 15th day of January, 1979, by and between the ASSOCIATION, as mortgagee, and Bobby B. Caldwell and Carolyn H. Caldwell as assuming OBLIGOR.

WITNESSETH:

In consideration of the premises and the further sum of \$100 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 agreement is \$ 41,550.00; that the ASSOCIATION is presently increasing the interest rate on the balance to 9 %; That the OBLIGOR agrees to repay said obligation in monthly installments of \$ 336.63 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 February 1, 1979.
(2) Should any installment payment not be paid for a period of fifteen (15) days, the ASSOCIATION may collect a "LATE CHARGE" not to exceed an amount equal to five per centum (5%) of any such past due installment payment.
(3) That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified expressly by this Agreement.
(4) 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 hereunto have hereunto signed and sealed this 15th day of January, 1979.

In the presence of:
[Handwritten signatures]

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION
BY: *[Signature]* (SEAL)
Carol H. Mitchell, III, Agent
[Signature] (SEAL)
Bobby B. Caldwell (SEAL)
[Signature] (SEAL)
Carolyn H. Caldwell (SEAL)

CONSENT AND AGREEMENT OF TRANSFERRING OBLIGORS:

In consideration of Fidelity Federal Savings and Loan Association, as mortgagee, as recited above, and in further consideration of the fact that Fred B. Bowman and Eula M. Bowman have agreed to transfer the mortgage interest to the undersigned OBLIGOR, the undersigned parties agree as follows:
In the presence of:
[Signature] (SEAL)
Fred B. Bowman
[Signature] (SEAL)
Eula M. Bowman
[Signature] (SEAL)
Carolyn H. Caldwell (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Fidelity Federal Savings and Loan Association, as mortgagee, and Bobby B. Caldwell, Carolyn H. Caldwell, assuming OBLIGORS and Fred B. Bowman and Eula M. Bowman, transferring OBLIGORS, have hereunto signed and sealed this Agreement and that each of them with the other in the presence of the undersigned witness witnessed the execution thereof.

SWORN to before me this
15th day of January, 1979
[Signature]
Notary Public for South Carolina
My commission expires 8/1/79

[Signature] (SEAL)

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