

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MODIFICATION AND ASSUMPTION AGREEMENT
CHANGING RRM LOAN TO FIXED RATE LOAN
WITH NEW INTEREST RATE

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THIS AGREEMENT entered into this 29th day of May, 1981, by and between First Federal Savings and Loan Association of Greenville, S. C., hereinafter referred to as "Lender" and Robert G. and Phyllis H. Posey, hereinafter referred to as "Borrower";

WITNESSETH:

WHEREAS, Lender is the owner and holder of a promissory note dated February 9, 1981, in the original sum of \$ 79,150.00 bearing an initial interest rate of 10-7/8 % per annum, secured by a first mortgage of even date being recorded in the RMC Office for Greenville County in Mortgage Book 1532 at Page 33 covering property being described as Lot 164, Pebble Creek, and

WHEREAS, said loan has been or is in the process of being assumed by Borrower, and

WHEREAS, said note and mortgage is a Renegotiable Rate Mortgage (RRM) in which the interest rate is subject to change every three years as is more fully set out in the Renegotiable Rate Riders attached to said note and mortgage, reference to which loan documents is hereby craved, and

WHEREAS, the undersigned parties desire to change the said Renegotiable Rate Mortgage loan to an increased fixed interest rate mortgage loan and have mutually agreed to make said change in the loan documents.

NOW, THEREFORE, in consideration of the premises and the further sum of One and No/100 (\$1.00) Dollar paid by Borrower to Lender, receipt of which is hereby acknowledged, Lender and Borrower, for themselves and their respective heirs, executors, administrators, successors and assigns hereby agree as follows:

1. The promissory note with Renegotiable Rate Note Rider and the first mortgage with Renegotiable Rate Mortgage Rider is hereby modified in that the interest rate shall not be subject to increase or decrease over the term of the loan, but instead the new increased interest rate shall be fixed for the term of the loan, which interest rate beginning on the 1st day of July, 1981, shall be 11 1/2 % per annum.

2. Beginning on the 1st day of July, 1981, the remaining term of the note and mortgage shall be 29 years and 10 months. The balance due on said loan as of said date is \$ 70,000.00. Said amount together with interest thereon at the rate of 11 1/2 % per annum shall be repaid in monthly installments of \$ 693.20 per month beginning on the 1st day of July, 1981, with payments applied first to interest and then to the remaining principal balance due from month to month.

3. Except as modified herein, the remaining terms and conditions of the note and mortgage shall remain unchanged and they are hereby ratified.

4. As modified herein, Borrower agrees to assume and be personally liable for paying the balance due on said note and mortgage in accordance with all of its terms and conditions.

IN WITNESS WHEREOF, the parties have set their hands and seals this the 29th day of May, 1981.

IN THE PRESENCE OF:

Judith S. Porter
Vickie R. Little

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, S. C.

BY: E. Perry Edwards
Closing attorney for obligor
E. Perry Edwards
Robert G. Posey
(BORROWER)
Phyllis H. Posey
(BORROWER)

STATE OF SOUTH CAROLINA)
COUNTY OF)

PROBATE

PERSONALLY, appeared before me the undersigned witness and made oath that (s)he saw the within named parties sign, seal and as their act and deed deliver the within written document and that (s)he with the other witness subscribed witnessed the execution thereof.

SWORN to before me this the 29th day of May, 1981.

Judith S. Porter
Notary Public for South Carolina
My commission expires: 9/16/84

Vickie R. Little

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