

SEP 3 2 58 PM '82

DONNIE S. YANKERSLEY
R.M.C.

BOOK 1579 PAGE 752

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ASSUMPTION AGREEMENT

✓ THIS AGREEMENT made this 3rd day of September, 1982, between JOHN L. BRUIN and BARBARA R. BRUIN, hereinafter referred to as the Sellers, and JERRY T. SAAD AND ELIZABETH G. CARRERE, hereinafter referred to as the Purchasers.

NOW, WITNESSETH:

1. The property located at 208 Aberdeen Drive, Greenville, South Carolina, is this date being transferred by deed from the Sellers to the Purchasers herein, said deed being recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1173 at Page 377.

2. The Sellers have an outstanding Mortgage covering the property located at 208 Aberdeen Drive, Greenville, South Carolina, in the original amount of \$40,000.00, dated March 19, 1980, and recorded in the RMC Office for Greenville County, South Carolina, March 20, 1980, in REM Book 1498 at Page 494; assigned to Jack E.W. Galway, by Assignment dated December 31, 1980, and recorded March 18, 1981 in the RMC Office for Greenville County, South Carolina, in REM Book 1535 at Page 163. The outstanding balance of said Mortgage as of this date is \$38,213.00.

3. Sellers warrant that the Mortgage described herein is fully assumable without acceleration, penalty or other detriment to the Purchasers, per The Sellers further warrant that the present principal balance of the Sales Contract Mortgage does not exceed \$38,218.00. ~~The Sellers agree that any costs between Sellers~~ incurred by the Purchasers to object to or resist any attempt by the ~~Mortgagee~~ and JACK E. GALWAY, to accelerate the principal sum of ~~this~~ Mortgage may be offset against amounts due on the Note from ~~Purchasers~~ to Sellers dated ~~September 3, 1982.~~ "Costs" ~~shall~~ include, but not be limited to, attorneys fees and any excess interest expense over interest computed at ten (10%) ~~per annum~~ D.E. GALWAY for resulting from refinancing the principal balance of the Mortgage. *JL/BBB*

4. The Purchasers herein agree to the terms and conditions of said mortgage, and will continue the monthly payments thereof as if there were no transfer.

IN WITNESS WHEREOF, the undersigned agree as of the date first above written to all of the above items and have so executed this document.

WITNESSES:
Conrad [Signature]
Michael [Signature]

SELLERS:
John L. Bruin
John L. Bruin

Barbara R. Bruin
Barbara R. Bruin

Conrad [Signature]

PURCHASERS:
Jerry T. Saad
Jerry T. Saad

Michael [Signature]

Elizabeth G. Carrere
Elizabeth G. Carrere

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