GREENVILLE CO. S. C.

Aug 23 4 49 PH '73

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## FIDELITY FEDERAL SAVINGS APPED LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

## MODIFICATION & ASSUMPTION AGREEMENT

STATE OF SOUTH CAROLINA		Loan Account No.
COUNTY OF GREENVILLE		
		as Committee Committee Associations referred to an the ASSO-
WHEREAS Fidelity Federal	Savings and Loan Association	of Greenville, South Carolina, hereinafter referred to as the ASSO-August 10, 1972, executed by David C.  in the original sum of \$29,000.00 bearing
CIATION, is the owner and hold	er of a promissory note dated —	29 000 00
Guth and Lorra	ine L. Guth	in the original sum of \$23,000.00 bearing 708 Byrd
7 3	% and secured by a first mor	tgage on the premises being known as 705 Byrd
Boulevald	1244	341 Aid to milit moneyer is now being transferred
assumption of the mortgage loan	, provided the interest rate on t	ge, which is recorded in the RMC office for ge, title to which property is now being transferred me said mortgage loan and to pay the balance due thereon; and of ownership of the mortgaged premises to the OBLIGOR and his the balance due is increased from% to a present
rate of 7 3/4 %,	and can be escalated as hereinal	fter states.
NOW, THEREFORE, this a:	greement made and entered into	this 1st day of August 1973, by and between issie, Jr. and Mary Ann W. Brissie
No ASSOCIATION as morteas	Arthur M. Br	1881e, Jr. and Mary Ann W. Brissie
assuming OBLIGOR,		
	WITNE	ESSETH:
		paid by the ASSOCIATION to the OBLIGOR, receipt of which is
bereby acknowledged, the unders	igned parties agree as tollows.	. 20,407.00 that the ASSOCIATION is presently increas-
in the interest rate on the balan	ce to 7 3/4 %. That the	OBLIGOR agrees to repay said obligation in monthly installments
. 219.79 esch wit	th navments to be applied first to	interest and then to remaining principal balance due from month to
·	Contar	shori so/3
. UAND UNDERSTONED	sed to the maximum rate per at	num permitted to be charged by the then applicable South Carolina
the balance due. The Abbutta	The form send without torus	(20) down after written votice is mailed It is further agreed that the
OBFIGOR(2) and shen increase	and the editorial in proportion to	increments in interest rates to allow the obligation to be retired
in full in substantially the same	time as would have occurred pr	for to any escalation in interest rate.
(3) Should any installment	payment become one for a period	in the state of arm such most due installment navment.
(A) Privilege is reserved by	the obliger to make additional	entum (5.7) of any safe palance assumed providing that such pay- payments on the principal balance assumed providing that such pay- ma (12) month regiod beginning on the anniversary of the assumption
ments, including obligatory princ	ipal payments do not in any twell	re (12) month period beginning on the anniversary of the assumption rea assumed. Further privilege is reserved to pay in excess of twenty
exceed twenty per centum (20%	of the original principal farm	the second TION of a premium count to six (6)
per centum (20%) of the origin	nai principal idiante assumed o	tille note of interest according to the terms of this agreement
		ANIMIE TOTAL OF INTEREST MECALCHING AN AND AND AND AND AND AND AND AND AND
between the undersigned parties	. Provided, however, the entire	believes way be vaid in full without any additional premium during any
between the understaned parties	C Provided, however, the thine	balance may be paid in full without any additional premium during any
thirty (30) day notice period air (5) That all terms and cond	er the ASSOCIATION has given litions as set out in the note and	balance may be paid in full without any additional premium during any written notice that the interest rate is to be escalated, mortgage shall continue in full force, except as modified expressly by
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