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FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

WHEREAS Fidelity Pederal Savings and Loan Association of Greenville, South Carolina, hereinafter referred to as the ASSOCIATION, the owner and holder of a promissory note dated — Narch 15, 1972 ——, executed by Claude Loan Looper & Peggy D. Looper (assumed by James T. Morrow)—in the original sum of \$26,000,000—bearing and Barbayla G. Worrow)—in the original sum of \$26,000,000—bearing and Barbayla G. Worrow)—in the original sum of \$26,000,000—bearing and Barbayla G. Worrow)—in the original sum of \$26,000,000—bearing and Barbayla G. Worrow)—in the original sum of \$26,000,000—bearing and bearing and the rate of \$2.500. The Carolina—which is recorded to the RMC office for the content of the content of the RMC office for the content of the content of the RMC office for the content of the content of the RMC office for the content of the content of the RMC office for the content of the content of the RMC office for the content of the content of the RMC office for the content of the content of the RMC office for the content of the content of the RMC office for the content of the content of the RMC office for the content of	STATE OF SOUTH CAROLINA	Loan Account No.
EATION, is the owner and holder of a promissory note dated — March 15, 1972	COUNTY OF GREENVILLE	
CIATION, 19, the owner and holder of a promissory note dated — March 15, 1972 executed by Cilarde LOAL LOOPEY (assumed by Jupen T. Morrow in the original sum of \$26,000.00 bearing and Barbafa G. Morrow and G. Section 2, Greenville Country, South Carollina which is recorded in the RNG office for Creenville Country in Morrage Book 1225 page 597 title to which properly is now being transferred to the undersigned Obligor (S), who has (have) agreed to assume said morrage loan and to pay the balance due is microsed from marked to the mortage loan, provided the interest rate on the balance due is microsed from p. 40 to a present rate of 175, and can be scalated as beerinafter stated. NOW, THEREFORE, this agreement made and entered into this 24 day of September, 197, by and between the ASSOCIATION, as mortgage, and WIT NESSETH: In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is bereby acknowledged, the undersigned parties agree as follows: (1) That the loan balance at the time of this assumption is \$24,492,15; that the ASSOCIATION is presently increasing the interest rate on the balance to 1.75	WHEREAS Fidelity Federal Savings and Loan Association of	Greenville, South Carolina, hereinafter referred to as the ASSO-
Looper & Peggy D. Looper (assumed by James T. Morton in the original sum of \$ 26,000.00 bearing interest at the rate of 1.75 and Barbola & Morton Del Notte, Section 2, Creenville County, South Carolina which is recorded in the RMC office for Greenville County in Mortgage Book 1225 page	CIATION is the owner and holder of a promissory note dated	March 15 1972 Avanual by Claude IANA
Greenville County in Mortgage Book 1223 greed to assume said mortgage loan and to pay the analyse of the undersiged OBLIGOR (S), who has agreed to savine said mortgage loan and to pay the assumption of the mortgage loan, provided the interest rate on the balance due is increased from 12.5 %, and can be escalated as hereinafter stated of 1.15 %, and can be escalated as hereinafter stated of 1.15 %, and can be escalated as hereinafter stated of 1.15 %, and can be escalated as hereinafter stated of 1.15 %, and can be escalated as hereinafter stated of 1.15 %, and can be escalated as hereinafter stated of 1.15 %, and can be escalated as hereinafter stated of 1.15 %, by and between the ASSOCIATION, as mortgage, and 1.25 %. WITNESSETH: In consideration of the premises and the further sum of \$1.00 paid by the ASSOCIATION to the OBLIGOR, receipt of which is hereby acknowledged, the understigated parties agree as fellows: (1) That the loan balance at the time of this assumption is 4.24,492,15—; that the ASSOCIATION is presently increasing the interest rate on the balance at the time of this assumption is 4.24,492,15—; that the ASSOCIATION is presently increasing the interest rate on the balance at the time of this assumption is 4.24,492,15—; that the ASSOCIATION is presently increasing the interest rate on the balance at the time of this assumption is 4.24,492,15—; that the ASSOCIATION mortal increasing the interest rate on the balance at the time of this assumption is 4.24,492,15—; that the ASSOCIATION mortal increasing the interest rate on the balance at the time of this assumption is 4.24,492,15—; that the ASSOCIATION mortal increasing the interest rate on the balance due from month to month with the first monthly payment being due — October 1 1977— (2) Should any installment payment being due — October 1 1977— (3) That all terms and conditions as as to un in the note and mortgage shall confine in full force per as modified expressity by this Agreement. (4) That this Agreement shall bind jointly and seve	Looper & Peggy D. Looper (assumed by James T.)	Morrow in the original sum of \$ 26,000.00 bearing
Greenville County in Mortgage Book 1223 1225 12	interest at the rate of 7.75 and Barbara G. Morrow	w)
Greenville County in Mortgage Book 1223 1225 12	Del Norte, Section 2, Greenville County, South	h Carolina which is recorded in the RMC office for
Assumption of the mortgage loan, provided the interest rate on the balance due is increased from 177. As and can be escalated as hereinafter stated. The state of 177. As and can be escalated as hereinafter stated. The state of 177. As and can be escalated as hereinafter stated. The state of 177. As and can be escalated as hereinafter stated. The state of 177. As an assumption of the premises are as a summing 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 schowderged, the undersigned parties agree as follows: (1) That the loan balance at the time of this assumption is \$-24,492,15—; that the ASSOCIATION is presently increasing the interest rate on the balance of \$-186,27—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 — October 1—1977— (2) Should any installment payment being due — October 1—1977— (3) That all terms and conditions as set out in the note and mortgage shall continue in full forces except as modified expressly by this Agreement. (4) That all terms and conditions as set out in the note and mortgage shall continue in full forces except as modified expressly by this Agreement. (4) That all terms and conditions as set out in the note and mortgage shall continue in full forces except as modified expressly by this Agreement. (4) That all terms and conditions as set out in the note and mortgage shall continue in full forces except as modified expressly by this Agreement. (4) That all terms and conditions as set out in the note and mortgage shall continue in full forces except as modified expressly by this Agreement. (4) That all terms and conditions as set out in the note and mortgage shall continue in full forces. except as modified expressly by this Agreement. (4) That has a present the full forces of the state of this Modification and Assumption outlined above, and in further considerat	Greenville County in Mortgage Book 1225	597 title to which property is now being transferred
NOW, THEREFORE, this agreement made and entered into this and day of September, 197, by and between the ASSOCIATION, as mortgagee, and	to the undersigned OBLIGOR(S), who has (have) agreed to assume WHEREAS the ASSOCIATION has agreed to said transfer of assumption of the mortgage loan, provided the interest rate on the	balance due is increased from% to a present
the ASSOCIATION, as mortgagee, and with Co. as assuming OBLIGOR. WITNESSETH: In consideration of the premises and the further sum of \$1.00 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 assumption is \$24,492,15; that the ASSOCIATION is presently increasing the interest rate on the balance to	rate of	r stated.
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(3) That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified expressly by the Agreement. (4) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, his helirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their hands and seals this 27 hay of September 1971. In the presence of: FIDERITY REDEIAL, ANNINGS & DAY ASSOCIATION BY: Linda D. Profrester Jack H. Mitchell, III, as Agent (SEAL) Assuming OBLIGOR(S) Paul S, ColdSmith CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and gree to be bound thereby. In the presence of: Ailean D. Putman (SEAL) Ailean D. Putman (SEAL) Ailean D. Putman		
(3) That all terms and conditions as set out in the note and mortgage shall continue in full force, except as modified expressly by the Agreement. (4) That this Agreement shall bind jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, his helirs, successors and assigns. IN WITNESS WHEREOF the parties hereto have set their hands and seals this 27 bay of September 1971. In the presence of: FIDERITY REDELIAL ANNUAGE & BONG ASSOCIATION BY: Linda D. Portgester Jack H. Mitchell, III, as Agent (SEAL) Assuming OBLIGOR(S) Paul S. ColdSmith CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLIGOR(S) to hereby consent to the terms of this Modification and Assumption Agreement and gree to be bound thereby. In the presence of: Airda D. Forteafer Aileen D. Putman (SEAL) Aileen D. Putman (SEAL)	"LATE CHARGE" not to exceed an amount equal to five per cent	um (5%) of any such past due installment payment.
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In the presence of: File of the parties hereto have set their hands and seals this File of the parties hereto have set their hands and seals this File of the parties	(4) That this Agreement shall bind jointly and severally the su	ccessors and assigns of the ASSOCIATION and OBLIGOR, his
In the presence of: Sendard Fidelity Redevial Advisors 10 m Association Linda D. Profrester Jack H. Mitchell, III, as Agent M. GOLDSHITH CO. (SEAL) By: Guls Sullstant Seal) Paul S. Goldsmith Consent and Assuming Oblicor(s) In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring Oblicor(s) In the presence of: Jack H. Mitchell, III, as Agent (SEAL) Consent and Assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring Oblicor(s) In the presence of: Jack H. Mitchell, III, as Agent (SEAL) Jack H. Mitchell, III, as Agent (SEAL) Consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring Oblicor(s) In the presence of: Jack H. Mitchell, III, as Agent (SEAL) Jack H. Mitchell, III, as Agent (SEAL) Paul S. Coldsmith (SEAL) Consent to the terms of this Modification and Assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring Oblicor(s) Jack H. Mitchell, III, As Agent (SEAL) Consent to the terms of this Modification and Assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring Oblicor(s) Jack H. Mitchell, III, As Agent (SEAL) Consideration of Fidelity Federal Savings and Loan Assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned of the professional outlined above, and in further consideratio	IN WITNESS WHEREOF the parties hereto have set their ha	ands and seals this 27th day of September 1977.
FIDERITY REDERAL SAVINGS & LIGHT ASSOCIATION Linda D. Forrester Jack H. Mitchell, III, as Agent WM. COLDSTITH CO. By: Culs. Bullsmith CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLI-GOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby. In the presence of: James T. Morrow (SEAL) Barbara G. Morrow (SEAL) Barbara G. Morrow (SEAL)		
Jack H. Mitchell, III, as Agent M. COLDSMITH CO. By: Culs. Dullsmith CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLI-GOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby. In the presence of: Linda D. Forrester Aileen D. Putman Janker S. Morrow (SEAL) Barbara G. Morrow (SEAL)		FIDERITY REDERAL PAYINGS & JOHN ASSOCIATION
Aileen D. Putman WM. COLDSMITH CO. By: Carl Seal Assuming OBLIGOR(S) Paul S. Coldsmith CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLI-GOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby. In the presence of: Ainda D. Forrester Ainda D. Forrester Aileen D. Putman (SEAL) Barbara G. Morrow (SEAL)	Linda D. Correster	BY: CHATTI HULLIUM
Aileen D. Putman WM. COLDSHITH CO. By: Calc. Declaration (SEAL) Assuming OBLIGOR(S) Paul S. Coldsmith CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Pidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLI-GOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby. In the presence of: Aileen D. Forrester Aileen D. Putman (SEAL) Barbara G. Morrow (SEAL)	Willen S. In man	Jack H. Mitchell, III, as Agent (SPAL)
By: Auls. Dulsmith Assuming OBLIGOR(S) Paul S, Coldsmith CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby. In the presence of: Ainda D. Forrester Aileen D. Putman (SEAL) Barbara G. Morrow (SEAL)	Aileen D. Putman	
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CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLI-GOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby. In the presence of: James T. Morrow (SEAL) Ja		By Plut of Bulldmith 1-ce (SPATA
CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S) In consideration of Fidelity Federal Savings and Loan Association's consent to the assumption outlined above, and in further consideration of One dollar (\$1.00), the receipt of which is hereby acknowledged, I (we), the undersigned(s) as transferring OBLIGOR(S) do hereby consent to the terms of this Modification and Assumption Agreement and agree to be bound thereby. In the presence of: James T. Morrow (SEAL) SEAL) Aileen D. Putman (SEAL)	R	Assuming OBLIGOR(S) Paul S. Goldsmith
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In the presence of: In the presence of:		• • • • • • • • • • • • • • • • • • • •
Aileen D. Putman James T. Morrow (SEAL) Barbara G. Morrow (SEAL) Barbara G. Morrow (SEAL)	GUM(5) do neredy consent to the terms of this Modification and As	sumption Agreement and agree to be bound thereby.
Aileen D. Putman (SEAL) Barbara G. Morrow (SEAL)	in the presence of:	(SEAL)
Aileen D. Putman Barbara G. Morrow (SEAL)	Minds DI Phinasis	
Aileen D. Putman Barbara G. Morrow (SEAL)	With the Street	Darberg & Marray (SEAT)
———————————————(SEAL)	Aileen D. Putman	Barbara G. Morrow
Transferring OBLICOPICS		Transferring OBLIGOR(S)
STATE OF SOUTH CAROLINA)	STATE OF SOUTH CAROLINA)	
COUNTY OF GREENVILLE) PROBATE	COUNTY OF GREENVILLE	
Personally appeared before me the undersigned who made oath that (a) he saw Fidelity Federal Savings & Loan Assoc	Personally appeared before me the undersigned who made oat	th that (s)he say Fidelity Federal Savings & Loan Assoc
H DY 169 GECHE. HU. OVIGAMEN OV. DY 169 GULY AUGINITACH VILLET AS ASSUMME ANTIPOL AIN JAMES	i di ita arciit. Im. Obiomitii oo, di ita auti :	AUCINITICAU VILICEI AS ASSURDIE VIITEVI AIN SANG
algo, sear and deliver the rolegoing Agreement(s) and that (s) ne with the other subscribing witness witnessed the execution thereof.		ith the other subscribing witness witnessed the execution thereof.
		. .
SWORN to before me this 2/th	day of September 19//	ν \sim \sim \sim \sim
SWORN to before me this 2/th September 1.77		
SWORN to before me this 2/th Aday of September 1977 Willin Di / In Marie (SPAL)	Materia Bublic for South Compliance (SEAL)	Thola O. Jonesler
SWORN to before me this 2/th Aday of September 1977 He day of What Objects September 1977	Notary Public for South Caralina, O/	Linda D. Forrester

10006

RECORDED SEP 28 1977 At 10:11 A.M.