

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 December 10, 1970, executed by Nancy Causey Keith and Mary Ann McCulley, in the original sum of \$15,000.00 bearing interest at the rate of nine percent and secured by a first mortgage on the premises being known as Lot 5, Block 12, Boyce-Lawn Addition, 215 Whitsett Street, Greenville, S.C., which is recorded in the RMC office for Greenville County in Mortgage Book 1385, page 1, title to which property is now being transferred to the undersigned OBLIGOR(S), 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 on the balance due is increased from nine percent to a present rate of nine percent.

NOW, THEREFORE, this agreement made and entered into this 19th day of January, 1970, by and between the ASSOCIATION, as mortgagee, and One Thousand East North, a partnership, 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 parties hereto have agreed as follows:

1) That the balance due at the time of this assumption is \$12,055.71; that the ASSOCIATION is presently increasing the interest rate on the balance to nine percent; that the OBLIGOR agrees to repay said obligation in monthly installments of \$151.80 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, 1970.

2) Should any installment payment be due for a period in excess of fifteen days, the ASSOCIATION may collect a "LATE CHARGE" not to exceed an amount equal to five per centum 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 and severally the successors and assigns of the ASSOCIATION and OBLIGOR, his heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 19th day of January, 1970.

In the presence of  
Jandra M. Budwell  
Sessie S. Hart  
Jandra M. Budwell  
Sessie S. Hart

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION (SEAL)  
ONE THOUSAND EAST NORTH (SEAL)  
Hamilton Stewart (SEAL)  
ASSUMING OBLIGOR(S) (SEAL)

CONSENT AND AGREEMENT OF TRANSFERRING OBLIGOR(S)

In consideration of the premises and the further sum of \$100 paid by the ASSOCIATION to the ASSUMING OBLIGOR(S) and in further consideration of the sum of \$100 paid by the ASSUMING OBLIGOR(S) to the ASSOCIATION, the parties hereto have agreed as transferring OBLIGOR(S) as hereby recited in the foregoing Modification and Assumption Agreement:

In the presence of  
Lester High  
L. High

Nancy C. High (SEAL)  
Nancy C. High, formerly Nancy C. Keith (SEAL)  
THE TRANSFERRING OBLIGOR(S) (SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PROBATE

Personally appeared before me the undersigned who made oath that is to say Nancy C. High, formerly Nancy C. Keith, a signatory and coventor of the foregoing Assumption Agreement and that (to be with the other undersigned witness) witnessed the execution thereof.

SWORN to before me this 19th day of January, 1970.  
Lester High  
Notary Public for the State of South Carolina  
My commission expires 4. 21. 79

(SEAL)

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