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STATE OF SOUTH CAROLINA

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\text{LOAN MODIFICATION AND} \\
\text{COUNTY OF GREENVILLE} \text{) ASSUMPTION AGREEMENT

THIS AGREEMENT made and entered into this <u>ao</u> day of April, 1982 by and between BANK OF GREER, hereinafter referred to as the LENDER, and JIMMY J. LINDSEY, hereinafter referred to as the BORROWER.

WITNESSETH:

whereas, the Lender is the holder of a first mortgage on property in Greenville County currently owned by M. E. Durham Company, Inc., said mortgage being recorded in the RMC Office for Greenville County in Mortgage Book 1540 at Page 927 in the original amount of \$25,000.00; and

WHEREAS, the Borrower has purchased the property described in the aforementioned mortgage from M. E. Durham Company, Inc. and is desirous of assuming the existing loan under the same terms except as may be hereinafter modified.

NOW, THEREFORE, for and in consideration of the fees paid by the Borrower to the Lender and the mutual covenants herein expressed, the parties agree as follows:

- 1. The interest rate on the note that is secured by the aforementioned mortgage shall be increased to 16 1/2 per cent per annum with payments being in the sum of \$375.34 beginning May 1, 1982.
- 2. The assumption balance at the time of the transfer is \$24,582.30.
- 3. The remaining terms of the aforementioned mortgage shall remain in full force and effect and the Borrower shall be fully bound thereby.
- 4. M. E. Durham Company, Inc., by and through its duly authorized officer, does by execution of this document, grant its consent to the transfer and modifications to said mortgage.

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