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DONNIE S. LONG, BLACK & CASTLE  
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BOOK 1432 PAGE 358  
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FEB 11 1981  
GREENVILLE, S.C.

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

GREENVILLE, SOUTH CAROLINA

MODIFICATION & ASSUMPTION AGREEMENT

Loan Account No. 386-13

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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 21 July 1977, executed by Gerald E. and Verla W. Saunders in the original sum of \$42,000.00-- bearing

interest at the rate of 8.5% and secured by a first mortgage on the premises being known as 10 Dameron Avenue, Greenville, South Carolina, which is recorded in the REC office for

Greenville County in Mortgage Book 1401, page 65, title as which property is now being transferred to the undersigned OBLIGOR(S), who has (have) 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 in the balance due is increased from 8% to a present rate of 9%.

NOW, THEREFORE, this agreement made and entered into this 15th day of May, 1978, by and between the ASSOCIATION, as mortgagee, and Eugene McN. and Lesesne Dickson 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 undersigned parties agree as follows:

(1) That the loan balance at the time of this assumption is \$41,605.77; that the ASSOCIATION is presently increasing the interest rate on the balance to 9%. That the OBLIGOR agrees to repay said obligation in monthly installments of \$202.54-- 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 1 June 1978.

(2) Should any installment payment become due for a period in excess of 15 days, the ASSOCIATION may collect a "LATE CHARGE" not to exceed an amount equal to five per centum (5%) 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 jointly and severally the successors and assigns of the ASSOCIATION and OBLIGOR, viz:

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