

- equity, in and to all of the buildings, boilers, engines, machinery, shafting, belting, fixtures and other property, both real and personal, constituting the plant of the Greenville Steam Laundry, and the horses, harness, wagons and other property of any and every kind appertaining to or used in connection with the business conducted by the said Greenville Steam Laundry, and all claims, demand, debts and accounts due or owing to the said Greenville Steam Laundry, or to me, the said David Mills Hoke, in connection with said business; and all rents and other income which may be now in the hands of the said L.O. Patterson, or which may be now due or may hereafter become due under the terms of a certain indenture of lease executed by me, the said David Mills Hoke, and the said Mrs. Edith M. Hoke unto Paul E. Charles, J.D. Fowler and James C. Daniels during the month of November or the Month of December, A.D. 1909, leasing the plant of said Greenville Steam Laundry; It being clearly understood and agreed that the said Mrs. Edith M. Hoke lent to the said Augustus D. Hoke certain moneys which were invested in the Plant of the said Greenville Steam Laundry, for which the said Augustus D. Hoke executed and delivered to the said Mrs. Edith M. Hoke his certain note in writing, bearing date the 26th, day of November A.D. 1906 in the full and just sum of Two thousand, three hundred and ten dollars (\$2,310.00), with interest thereon from said date at the rate of seven per cent. per annum to be computed annually, and if not so paid to become principal and draw interest at same rate; together with attorney's commissions amounting to ten per cent. of the principal and interest due on said note, in case of suit, and all costs and expenses of suit; which debt of twenty-three hundred and ten dollars is now past due and owing to the said Mrs. Edith M. Hoke, and is to be paid to her out of the estate of the said A.D. Hoke, deceased before any division of said estate is made; and I do hereby declare the said debt to be a charge against the real estate and personal property which descended to me as heir-at-law of said A.D. Hoke, deceased and to be a prior lien thereon, to the extent of my proportion (being one-half) of the amount due to the said Edith M. Hoke by the Estate of the said A.D. Hoke, deceased, under said note, with interest and attorneys fees, if any; hereby binding myself and my heirs, executors, administrators and assigns not to interpose the bar of the statute of limitations as a plea in any suit which may hereafter be brought to enforce the collection of said note, in the event that more than six years shall have then elapsed since the execution thereof. It being further understood and agreed that the said Edith M. Hoke united with me, the said David Mills Hoke in the execution and delivery of a mortgage covering the real estate hereinabove described, bearing date January 8, 1910 and recorded in the above mentioned office on January 13, 1910 in book No. 11, at page 36; said mortgage being intended to secure the payment of a note for Twelve thousand dollars, with interest and attorneys fees, as in said note and mortgage fully set forth; which mortgage is a lien upon said real estate, and is to be discharged by the sale of said real estate, if possible, as hereinafter provided.

It being further understood and agreed that I, the said David Mills Hoke, have heretofore borrowed from the said Edith M. Hoke certain sums of money, aggregating two thousand, nine hundred and sixteen and 52/100 dollars (\$2,916.52), and have given her my note therefor, bearing date January 8, 1910, with interest and attorneys fees as therein stated; and have secured the payment of said note by the execution and delivery to the said Edith M. Hoke of a mortgage deed, covering my undivided interest in the real estate hereinbefore described bearing date the said eighth day of January, 1910 and recorded in said office on the thirteenth day of January, 1910, in mortgage book No. 11, at page 35, which mortgage is a lien upon my undivided interest in said real estate (junior to the mortgage to Miss A. Eliza Marshall, recorded in Mortgage Book No. 11, at page 36, hereinabove referred to), and is to be -
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