

STATE OF SOUTH CAROLINA, }

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS I, Frank Rogers

am well and truly indebted to Peoples National Bank, Executor of the Estate of D.D. Davenport, Decedent, in the full and just sum of

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable on the 5th day of January, 1926

at the rate of eight percentum per annum with interest from Date and if unpaid when due to bear interest at same rate as principal until paid, and I have further promised and agreed to pay ten per cent. of the whole amount due for attorneys fees, if said note be collected by an attorney or through legal proceedings of any kind, reference being hereunto had will more fully appear.

NOW, KNOW ALL MEN That I, Frank Rogers

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof according to the terms of the said note and also in consideration of the further sum of Three Dollars to me

in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Peoples National Bank, Executor

all that piece, parcel, tract or lot of land situated in Tract 4 3/4

Township, Greenville County, State of South Carolina,

About 6 miles from Greenville Court House on the White Horse Road, containing 8.40 acres, more or less and known as Tract no. 3, on plat of property of Charles D. Davenport, Survey and plat made by W. J. D. Davenport, Surveyor, January 11, 1923 and having the following courses and distances according to said plat: Beginning at an iron pin in the White Horse Road, corner of tract no. 1, and running thence with line of said tract no. 44 W. 6.06 to stakes; thence S. 4-30 E. 10.00 to stakes; thence N. 35-15 W. 2.70 to stakes; thence S. 4-30 W. 9.10 to stake corner of tract no. 3; thence with line of said tract no. 61 E. 12.00 to stakes on White Horse Road; thence with White Horse Road N. 35-30 W. 8.32 to the beginning corner.

As value received I hereby agree to waive in favor of the within mortgage the priority of a mortgage for \$125.00 executed and delivered to me by Frank Rogers on the 21st day of May 1923 recorded in R.M.C. office for Greenville County in Book 110, page 129, securing the payment of a note for \$125. and to postpone the lien of my said mortgage to the lien of the within mortgage. Witness my hand and seal this 5 day Jan. 1926

presence of: Julia S. Charles, Mary S. Wilburn, Anna M Beary (seal)

State of South Carolina, Greenville County. Personally appeared before me Mary S. Wilburn who being duly sworn says that she saw the within named Anna M Beary sign, seal and do her act and deed believed the foregoing instrument, and that she with Julia S. Charles witnessed the execution thereof. Sworn to before me this 9th day of January 1925. Julia S. Charles (seal) Notary Public S. C. Mary S. Wilburn