

THE STATE OF SOUTH CAROLINA, }  
GREENVILLE COUNTY.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J.O. Sutton

SEND GREETING:

WHEREAS, I, the said J.O. Sutton

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to AMERICAN BUILDING AND LOAN ASSOCIATION, a corporation, incorporated under the laws of the State of South Carolina, in the full

and just sum of Five thousand Dollars,

to be paid on or before the date when the 5th Series of the Installment

Stock of the said AMERICAN BUILDING AND LOAN ASSOCIATION shall reach maturity, with interest thereon from date at the rate of eight per cent. per annum, payable weekly on or before Saturday night of each and every week until paid in full; and if

I fail to pay said interest or to comply in all respects with the By-Laws of said Association, for the space of thirty days, then said debt shall become immediately due and payable, together with all interest, fines and expenses, and all amounts advanced by the said Association on the within described property, by way of taxes or insurance, the same to be added to the amount due on said note and to be collectible as part thereof, together with an attorney's fee of ten per cent. if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or legal proceedings of any kind (all of which is secured under this mortgage), as provided in and by the said note, reference being

thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, the said J.O. Sutton

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said AMERICAN BUILDING AND LOAN ASSOCIATION, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said J.O. Sutton

in hand well and truly paid by the said AMERICAN BUILDING AND LOAN ASSOCIATION at and before the signing 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 AMERICAN BUILDING AND LOAN ASSOCIATION All that piece, parcel or lot of land in Greenville County,

Greenville Township, South Carolina, being known as Lot #8 on plat of Monaghan Annex property, recorded in Plat Book C, page 63, in R.M.C. Office for said County, this lot having a frontage of 27.5 feet on Smythe Street and running back by parallel lines 101 feet more or less, to line of lot #13, and being the same conveyed to me by G.E. Stansell, by deed dated May 28, 1920, recorded in Book 48, page 335.

Also all that other piece, parcel or lot of land in Township, County and State aforesaid, near Greenville City known as lot No. 9 on plat of subdivision known as Monaghan Annex, said plat recorded in Plat Book C, page 63, and having the following metes and bounds: Beginning at a stake on the west side of Smythe Street, fifty-five feet South of the intersection of Smythe Street and Parker Road, and running thence with Smythe Street S. 6 1/4 W. 27.2 feet to corner of lot No. 10; thence with line of lot No. 10, N. 83 1/4 W. 101.5 feet to stake on line of lot No. 13; thence with line of lot No. 13 in a northerly direction 27.2 feet to a stake, corner of lot No. 8; thence with line of lot No. 8, S. 83 1/4 E. 101 feet to the beginning corner. Being the same conveyed to me by R.L. Braynon by deed dated February 7, 1921, recorded in Book 64, page 279.

State of South Carolina,  
Greenville County.

For value received Farmers and Merchants Bank hereby agrees to waive in favor of the within mortgage the priority of a mortgage over lot No. 8 Monaghan Annex, executed and delivered to it by J.O. Sutton, February 13, 1922, recorded in Book 97, page 291, securing the payment of a note for \$700, and to postpone the lien of its said mortgage over said lot No. 9 to the lien of the within mortgage.

Signed, and sealed at Greenville, S.C. this 10th, day of June, 1922.

In presence of:

J.G. Thornton,  
Mae Blizzard.

Farmers and Merchants Bank (seal)  
By Robt. I. Woodside, Pres.

State of South Carolina,  
Greenville County.

Personally appeared before me J.G. Thornton who being duly sworn says that he saw the within named Farmers and Merchants Bank by Robt. I. Woodside, Pres. sign, seal and deliver the foregoing written agreement, and that he with Mae Blizzard witnessed the execution thereof. Sworn to before me this 10th, day of June 1922.

W.A. Jones (Seal)  
Notary Public for S.C.

J.G. Thornton.

Recorded June 28th, 1922.

AMERICAN BUILDING AND LOAN ASSOCIATION  
BY J. O. Sutton, Secy. Treas.

J. O. Sutton  
10th June 1922