

THE FIRST CAROLINAS JOINT STOCK LAND BANK OF COLUMBIA

STATE OF SOUTH CAROLINA,

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, That _____

of the County and State aforesaid, hereinafter called parties of the first part whether one or more, SEND GREETING:

WHEREAS, The said parties of the first part are indebted in and by a certain promissory note of even date herewith for the principal sum of _____

Dollars, payable to the order of the First Carolinas Joint Stock Land Bank of Columbia, a corporation created, organized and existing under and by virtue of an Act of Congress of the United States of America, entitled "The Federal Farm Loan Act," at its home office in the City of Columbia, S. C., with interest at six (6) per centum per annum payable semi-annually in manner and form as follows:

In sixty-five semi-annual installments of _____ Dollars, each, payable on the first day of _____, and the first day of _____, successively in each year, and a final payment of _____ Dollars,

unless said note shall sooner be matured by extra payments on account of principal; both principal and interest being payable on the amortization plan and in accordance with the amortization tables printed on the back thereof; and in the event default is made in the payment of any installment or installments, the same shall bear interest from the date of such default until paid at eight per cent. (8%) per annum, and providing further that after five years from date, and on any regular installment date, an additional payment on the principal, in such an amount that shall be equal to one or more of the semi-annual payments on the principal as ascertained from the amortization tables prescribed by the Federal Farm Loan Board, may be made, or the entire principal sum may be paid; all of which, and such other terms as therein contained, will more fully appear by reference to said note.

NOW, KNOW ALL MEN, That the said parties of the first part of the County and State aforesaid, in consideration of the debt as evidenced by said note, and for the better securing the payment thereof, to the said The First Carolinas Joint Stock Land Bank of Columbia, according to the terms of said note, and the performance of the conditions and covenants herein contained, and also in consideration of the sum of One Dollar to the said parties of the first part in hand well and truly paid by the said The First Carolinas Joint Stock Land Bank of Columbia, 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 The First Carolinas Joint Stock Land Bank of Columbia, its successors or assigns,

State of South Carolina,

Whereas, the undersigned, The First Carolinas Joint Stock Land Bank of Columbia, hereinafter called the Bank, is the owner and holder of a certain note to it given by John L. Green & Annie L. Green, dated November 22, 1922, with interest as therein provided, and mortgage, or deed of trust, of even date securing the same, recorded in the office of the Clerk of Court, or Register of _____ for the County of Greenville in the State of South Carolina, in book of mortgages 124, at page 5; and,

Whereas, Barkley Green hereinafter designated assignee, has an interest in said note and mortgage, or deed of trust, acquired by reason of the advancement of the sum herein-after set forth, and it is desired to declare the extent and terms of said interest and the rights of the Bank in said securities.

Now, Therefore, for value received, it is hereby agreed:

1. That the said Bank owns the whole of the said note and mortgage, or deed of trust (unless hereinafter otherwise noted), except to the extent of \$409.50 advanced on October 20, 1934, by the assignee to meet the following obligations under said note and mortgage, or deed of trust, that is to say:

\$409.50 May 1, 1934, installment.

but that the interest and ownership of the Bank is prior and superior to, and independent of, that of the assignee as though the assignee held a second and subordinate mortgage, or deed of trust, to secure its, his or her interest in said mortgage debt.

2. The Bank is authorized to accept payment in whole or in part of the said securities and deal with the same as though it were the sole, absolute and unconditional owner, being accountable to said assignee for only such money as may be received in excess of the Bank's ownership therein.

3. The Bank shall have all rights of absolute and entire ownership of said securities, including the right of collection, foreclosure, sale, extension of payment or other indulgence, but the assignee shall, subject to the superior rights of the Bank, have the like rights of ownership to the extent of the advancement aforesaid. In case of foreclosure, collection by judicial proceedings or otherwise, the Bank shall be under no obligation to protect the interest of the assignee, or notify him of, or make him a party to, any legal proceedings or other means of collection, all of which rights, if otherwise existing, being hereby waived and released.

4. All rights and authority given to and/or retained by the Bank under this agreement are irrevocable so long as the said Bank has any interest in said securities.

5. The interest of the assignee under this agreement in said securities is not assignable as against the Bank except by an agreement duly executed in the manner required for the execution of an assignment of mortgage of real estate and endorsed upon or attached to this instrument. No assignee of the above named assignee in said securities shall have any rights under this agreement, or be entitled to any payment hereunder unless such assignment shall have been exhibited to the Bank and a copy filed with it and receipt of such copy noted by the Bank on this agreement. Whenever the interest of the assignee in said note and mortgage or deed of trust, shall be paid to the legal holder thereof, this agreement and all assignments shall be surrendered to the Bank. The interest of the Bank is assignable to any person or corporation without liability on the Bank, but the interest of the Bank's assignee shall be subject to this agreement.

6. By acceptance hereof the assignee, for himself, his heirs, executors, successors and assigns, consents and agrees hereto with the same force and effect as though this agreement were given under the assignee's hand and seal:

Witness the signature and seal of The First Carolinas Joint Stock Land Bank of Columbia by S. R. Spencer its President, and N. B. Gamble, Vice-President & Secretary hereunto duly authorized, this 23rd day of October, 1934.

Signed, sealed and delivered in the presence of:

Mildred M. Breeland
Frances Irby.

The First Carolinas Joint Stock Land Bank,
of Columbia, (L. S.)

BY: S. R. Spencer, President
N. B. Gamble,

Vice President & Secretary.

State of South Carolina,
County of Richland.

Before me personally appeared Mildred M. Breeland, who, being duly sworn, says that she saw the above named, The First Carolinas Joint Stock Land Bank of Columbia, by S.R. Spencer its President and N. B. Gamble, its Vice President & Secretary, sign, seal and as they act and deed deliver the foregoing written instrument for the uses and purposes therein mentioned, and that she with Frances Irby witnessed the execution thereof.
Sworn to before me this 23rd day of October, 1934. Mildred M. Breeland.