

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Security Administration
Tenant Purchase Division

STIPULATION AMENDING MORTGAGE

THIS AGREEMENT, made and entered into this 13 day of April, 1939, by and between Fred Roach and Corine Summerell Roach, his wife, of the County of Greenville, State of South Carolina, hereinafter called the Mortgagor(s), and the United States of America, hereinafter called the Mortgagee;

W I T N E S S E T H : T H A T,

WHEREAS, on August 17, 1938, the Mortgagor(s) executed to the Mortgagee a certain real estate mortgage covering the following described land situated in the County of Greenville, State of South Carolina, to wit:

All that piece, parcel or lot of land in Bates Township, Greenville County, State of South Carolina, on the McElhaney Road and on both sides of Reedy River and having the following metes and bounds, to wit: Beginning at an iron pin on the North side of McElhaney Road at the corner of John McDaniel land and running thence with John McDaniel's land N. 25-1/3 W. 43.40 chains to corner of Wm. Hodges land; thence with line of Hodges land S. 65 1/4 W. 19.85 chains to stone O. M. corner of Amey Eskew land; thence with her land S. 21-3/4 E. 14.60 chains to stone N. M.; thence S. 65 W. 9.85 chains to stone corner of Charlie Batson's land; thence with line of Charlie Batson's land S. 35 1/2 E. 33.43 chains to iron pin on the said McElhaney Road; thence with said road N. 23 1/2 E. 5.97 chains to a bend in said road; thence still with said road N. 64 1/2 E. 20.00 chains to the beginning corner. Containing 111 acres, more or less, according to survey made by W. A. Hester, Surveyor, February 19, 1937. which mortgage was recorded in Book 275, page 202, in which mortgage was recorded in Book 275, page 202, in the office of the Register of Mesne Conveyance, Greenville County, South Carolina, and;

WHEREAS, the parties hereto desire to amend said mortgage so as to set forth the true intent of the parties thereto.

NOW THEREFORE, it is agreed by and between the parties hereto that the first paragraph of said mortgage shall be, and the same is hereby amended to read as follows:

"THAT WHEREAS, the undersigned Fred Roach and Corine Summerell Roach, his wife, of the County of Greenville, State of South Carolina, hereinafter called Mortgagor(s) (have) become justly indebted to the United States of America, acting by and through the Secretary of Agriculture pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 13 day of August, 1938, for the principal sum of Three thousand five hundred fifty-four and no/100 Dollars, (\$3,554.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided, the first installment of One hundred fifty-three and 75/100 Dollars (\$153.75) being due and collectible on the 31 day of December, 1938, the next succeeding thirty-eight installments annually thereafter, and the fortieth installment either thirty-nine years thereafter or forty years from the date of said note, whichever date is the earlier; and"

It is further agreed that all other terms and conditions of said mortgage shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 13 day of April, 1939.

Witnesses:

Frank C. Wardlaw, G'ville, S. C.
Helen D. Holstein, G'ville, S. C.

Fred Roach (Seal)
Husband
Carrie Summerell Roach (SEAL)
Wife MORTGAGOR (S)

Henry A. Wallace, Secretary of Agriculture
(For and on behalf of the United States)
Farm Security Administration
BY A. C. Tate, Acting Regional Director

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Before me, Carroll S. Mills, a Notary Public of South Carolina, personally appeared Frank C. Wardlaw and made oath that he saw the within named Fred Roach and Corine Summerell Roach, his wife, sign, seal and, as their act and deed, deliver the within written instrument for the uses and purposes therein, mentioned, and that he, with Helen D. Holstein witnessed the execution thereof, and subscribed their names as witnesses thereto.

Sworn to and subscribed before me

this 15 day of April, 1939.

Carroll S. Mills,
Notary Public of South Carolina.

Frank C. Wardlaw
Witness.

My commission expires at the Pleasure of the Governor.

(Notarial Seal)

Recorded April 15th, 1939, at 10:07 A.M. #4862.

Farm Security Administration, Mortgagee