

MORTGAGE OF REAL ESTATE

Form FSA-Rv-150
2-24-39

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Security Administration
Tenant Purchase Division
STIPULATION AMENDING MORTGAGE

THIS AGREEMENT, made and entered into this 14 day of April, 1939, by and between Furman H. Eskew and Virginia Chapman Eskew, 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 1, 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 certain piece, parcel or tract of land situated in the State and County aforesaid in Oaklawn Township, containing 103 acres, more or less, and being known and designated as tract No. 2 of the Clarence Eugene Ware lands according to a subdivision and plat of same made by Wm. F. Lee, Surveyor, September 25, 28 and 30th, 1918, and having the following metes and bounds, courses and distances as follows: BEGINNING at a rock X 3 being the Southern Common corner of Tract No. 2 and Tract No. 3 and running thence North 9 1/2 East 29.94 to rock 3 X; thence North 82-50 West 30.60 to rock X 3; thence South 14 West 34-70 to rock X 3; thence due East 33-71 to rock X 3 at the beginning corner. Same being also described as -- 103 Acre tract of land located in Oaklawn Township, Greenville County, State of South Carolina, known as the Coon Ware place now occupied by Perry Downs and bounded by the lands of the following: North by Quincie Davenport, East by Jordan Estate, South by Clyde Nix, and west by Clyde Nix, which mortgage was recorded in Book 275, page 119 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 Furman H. Eskew and Virginia Chapman Eskew, 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 25 day of July, 1938, for the principal sum of Two thousand nine hundred fifty and no/100 Dollars, (\$2950.00), 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 twenty-seven and 62/100 Dollars (\$127.62) 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 14 day of April, 1939, WITNESSES:

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

Furman H. Eskew F.H.E. (SEAL)
Husband
Virginia Chapman Eskew (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
Farm Security Administration
Mortgagee

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) SS

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 Furman H. Eskew and Virginia Chapman Eskew, 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
My commission expires at the Pleasure of the Governor
(Notarial Seal)

Frank C. Wardlaw
Witness