

MORTGAGE OF REAL ESTATE

as Mortgagee, shall determine and require. The Mortgagee shall be subrogated to all rights of the person or persons to whom such payments are made as herein provided.

For Position of Paragraphs 4 and 7 See other page.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

WHEREAS, I, M. P. Brown, did, on December 19th, 1939, file or record a judgment obtained against A. P. Howard in the amount of Six Hundred Seventy-Six & 90/100 (\$676.90) Dollars, which is on file in the office of the Clerk of Court for Greenville County, S. C., as Judgment Roll E-7967, and

WHEREAS, in partitioning the lands of A. S. Howard, deceased, A. P. Howard, Ola L. Howard, Lilla H. Jones, Essie Mae H. Jones and C. F. Howard are conveying to F. L. Howard a certain lot at the Southwest corner of the intersection of Main and Curtis Streets in the town of Simpsonville; and

WHEREAS, the said F. L. Howard is obtaining from the Southeastern Life Insurance Company a loan in the amount of Two Thousand (\$2,000.00) Dollars on the said lot, situate at the Southwest corner of Main and Curtis Streets in the town of Simpsonville, S. C., and before making said loan it desires that the undersigned, M. P. Brown, waive and postpone the lien of the judgment hereinabove referred to against A. P. Howard that might have attached on said property at the Southwest corner of Curtis and Main Street in the Town of Simpsonville, in favor of the Mortgage of Two Thousand (\$2,000.00) Dollars, being executed to the Southeastern Life Insurance Company on said property by F. L. Howard.

NOW, THEREFORE, I, M. P. Brown, in consideration of the sum of One (\$1.00) Dollar to me in hand paid, do hereby waive and postpone any lien which I may have against said property at the Southwest corner of Main and Curtis Street in the town of Simpsonville on account of the judgment obtained by me against A. P. Howard, shown as Judgment Roll E-7967, in favor of the said mortgage of Two Thousand (\$2,000.00) Dollars given by F. L. Howard to Southeastern Life Insurance Company on the said property, it being my intent that the mortgage to the Southeastern Life Insurance Company shall constitute a lien thereon prior in rank to any right which I might possibly have or claim to a lien thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Greenville, S. C., this 2nd day of January, 1940.

In the presence of:

Jas. M. Richardson

Julia R. Maroney

M. P. Brown (LS)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

PERSONALLY appeared before me Julia R. Maroney who, being duly sworn, says that he saw M. P. Brown, sign, seal, and as his act and deed deliver the foregoing waiver, and that he with Jas. M. Richardson witnessed the execution thereof.

Sworn to and subscribed before
me this 2nd day of January, 1940.

Jas. M. Richardson (LS)

Julia R. Maroney.

Notary Public for South Carolina.

For Mortgage in connection with this Waiver, See this Book (286), Page 204.

Recorded January 3rd, 1940, at 11:54 A.M. #113 BY:N.S.