

MORTGAGE OF REAL ESTATE

WALKER, FURST & GOODWELL CO., CHARLESTON, S. C. 14500-2-13-40

AGREEMENT FOR EXTENSION OF FARM LOAN NO. 354905-12

WHEREAS, T. H. Henderson executed and delivered to The Prudential Insurance Company of America, a certain note secured by a Mortgage upon real property situated in Greenville County South Carolina, dated April 13, 1936, which said Mortgage was recorded in said County on April 22, 1936, in Book 172, on page 95, and

WHEREAS, the said note has matured, or will mature on December 1, 1940, either in accordance with its terms or by virtue of the terms of a previous extension, and

WHEREAS, title to the mortgaged premises is now vested in T. H. Henderson subject to said Mortgage, and

WHEREAS, the said Insurance Company has been requested to extend the time of payment of the indebtedness represented by the aforesaid note upon the terms hereinafter set forth, which it has agreed to do in consideration of the agreement herein contained on the part of the signers hereof, provided the said mortgage loan is not in default in any respect as of the aforesaid date of maturity, and provided that the principal amount remaining unpaid on that date shall be no greater than the sum of \$1,123.00, which provisions shall be conditions of this agreement.

NOW, THEREFORE, the aforesaid present owner or owners hereby promise and agree to pay the said principal sum of \$1,123.00 as follows: Beginning on the first day of December, 1941, and on the same day in each succeeding year thereafter the sum of Twenty-Five Dollars (\$25.00) and the balance of said principal sum payable on the first day of December, 1950, with interest thereon from December 1, 1940, or until default, at the rate of Five and one-half per cent. per annum, payable annually; and with interest after maturity or after default in the payment of principal or interest, as set forth in said note, if such interest rate after default or after maturity be lawful under present statutes; but if not, then at the maximum rate permissible under such statutes.

Privilege is given to make additional payments on the principal of this indebtedness in sums of \$100.00 or multiples thereof on any date when interest becomes due and payable; provided, however, that the amount so paid during any year ending at an anniversary of the date from which interest accrues hereunder, added to obligatory principal payments, if any falling due within such one year period, shall not exceed one-fifth of the principal sum payable under the terms of this instrument.

And the owner will keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default, with the same appropriate penalties as recited in the Mortgage for other defaults, and may effect said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectible under said Mortgage.

And the parties who execute this agreement hereby agree that said Mortgage shall continue a first lien upon the premises described therein, and further agree to perform each and every of the terms, covenants, conditions and agreements in said note and Mortgage as herein modified.

In Witness Whereof, the said T. H. Henderson have hereunto set their hands and seals this 1st day of December, 1940.

Witness:

W. B. McGowan

T. H. Henderson (SEAL)

Sarah Ridgeway

STATE OF SOUTH CAROLINA) ss

COUNTY OF GREENVILLE)

PERSONALLY appeared before me Sarah Ridgeway and made oath that she saw the within named T. H. Henderson sign, seal and as his act and deed, deliver the within written Deed; and that she with W. B. McGowan witnessed the execution thereof.

Sworn to before me this

7th day of Dec. A. D. 1940.

W. B. McGowan

Sarah Ridgeway

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA

RENUNCIATION OF DEED.

COUNTY OF GREENVILLE

I, W. B. McGowan, a Notary Public for South Carolina do hereby certify unto all whom it may concern, that Mrs. Annie Mae Henderson, the wife of the within named T. H. Henderson did