

THE STATE OF SOUTH CAROLINA, }
GREENVILLE COUNTY.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J.O. Sutton, SEND GREETING:

WHEREAS, I, the said J.O. Sutton

in and by T.Y. certain promissory note in writing, of even date with these presents, well and truly indebted to AMERICAN BUILDING AND LOAN ASSOCIATION, a corporation incorporated under the laws of the State of South Carolina, in the full and just sum of One thousand (\$1000.00) Dollars,

to be paid on or before the date when the 8 Series of the installment Stock of the said AMERICAN BUILDING AND LOAN ASSOCIATION shall reach maturity, with interest thereon from date at the rate of eight per cent. per annum, payable weekly on or before Saturday night of each and every week until paid in full; and if

I fail to pay said interest or to comply in all respects with the By-Laws of said Association, for the space of thirty days, then said debt shall become immediately due and payable, together with all interest, fines and expenses, and all amounts advanced by the said Association on the within described property, by way of taxes or insurance, the same to be added to the amount due on said note and to be collectible as part thereof, together with an attorney's fee of ten per cent. if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof be collected by an attorney, or legal proceedings of any kind (all of which is secured under this mortgage), as provided in and by the said note, reference being thereunto had, will more fully appear

NOW, KNOW ALL MEN, That I, the said J.O. Sutton

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said AMERICAN BUILDING AND LOAN ASSOCIATION, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me the said J.O. Sutton

in hand well and truly paid by the said AMERICAN BUILDING AND LOAN ASSOCIATION at and before the signing 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 AMERICAN BUILDING AND LOAN ASSOCIATION All that lot of land situate in the State and County aforesaid in Green-

ville Township, designated as Lot No. 8 on plat of Monaghan Annex property, recorded in Plat Book C, page 63, having a frontage of 27.5 feet on Smythe Street and running back in parallel lines 101 feet; being the same lot conveyed to me by G.E. Stansell by deed dated May 28th, 1920, recorded in Volume 48, page 335. Also, all that lot of land adjoining the above lot and designated as Lot No. 9 in the same subdivision and having a frontage of 27.2 feet on Smythe Street and a depth of approximately 101.5 feet and being the same conveyed to me by R.L. Branyon by deed dated February 7, 1921 recorded in Vol. 64, page 279.

State of South Carolina,
County of Greenville.
For value received, the Farmers and Merchants Bank, owner and holder of a mortgage covering the within described real estate, executed to it by J.O. Sutton February 13, 1922, recorded in Book 97, page 291, securing a note for \$700.00, agrees to waive the priority of said mortgage and to postpone the lien of same so that it shall be junior in rank to the lien of the within mortgage in favor of American Building & Loan Association.
Greenville, S.C., February 21, 1923.

Farmers & Merchants Bank (Seal)
By Robt. I. Woodside,
President.

Attest:
J.B. Ricketts,
Geo. C. Haselton.

State of South Carolina,
County of Greenville.
Personally appears J.B. Ricketts who on oath says that he saw the within named Farmers & Merchants Bank by Robt. I. Woodside, President, sign, seal and deliver the foregoing written agreement, and that he with G.C. Haselton witnessed the execution thereof.
Sworn to before me this

February 21st, 1923.
G.C. Haselton (Seal)
Notary Public for S.C.

J.B. Ricketts

*Amey Blight Loan Assoc.
has mortgage they read*

*James B. Bator
17th*