

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 15 day of April, 1939, by and between J. H. Hudson and Dora Cooper Hudson, 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 October 24, 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 lot of land situate in the State of South Carolina and County of Greenville, Butler Township, adjoining lands of K. A. Bull, W. W. Smith, Ed. Butler and others, being a part of the tract of land formerly conveyed, by Henry Stroud to M. A. Hendrix.

BEGINNING at a stake on Greenville-Pelham Road, thence N. 61-30 W. 460 feet to stone; thence N. 42 W. 509 feet to stone; thence N. 24-40 E. 330 feet to stone; thence N. 25-20 W. 364.5 feet to stone; thence N. 33 E. 1663 feet to stake in mouth of ditch on Big Rocky Creek; thence S. 52-20 E. 185.5 feet to point; thence S. 85 E. 100 feet to point; thence N. 57 E. 100 feet to ditch bank; thence N. 41-45 E. 60.3 feet to a point in ditch bank; thence S. 15 E. 402 feet to stake; thence S. 42-30 W. 280.5 feet to stone; thence S. 39.15 E. 508.2 feet to stake; thence S. 33.15 E. 615 feet to stake in Greenville-Pelham Road; thence along said Road S. 37-30 W. 914 feet to stake in bend of Road; thence continuing along said road S. 56.15 W. 657 feet to the beginning corner containing 66 acres, and being designated as Tract No. 1 in plat prepared by H. S. Brockman, Surveyor, dated October 25th, 1933. Also all that certain piece, parcel or lot of land in said Twonship, County & State containing 11 acres.

BEGINNING at stone, Sue Butler corner, thence N. 0.15 E. 662 feet to large stone; thence N. 54.15 W. 340 feet to Birch at or in Big Rocky Creek; thence along meanderings of said creek N. 45-45 E. 160.3 feet; thence N. 37 E. 100 feet; thence N. 41,30 E. 200 feet; thence N. 86 E. 181.5 feet; thence S. 49.15 E. 197 feet to stone; thence S. 1.15 E. 1100 feet to oak in place of stone gone; thence N. 88.15 W. 387 to the beginning corner, bounded North by lands of Estate of Henry Stroud; East by lands of Estate of David Belton, South by lands of Sue Butler, and West by lands of Sue Butler together with 8 foot right of way from the Southeast corner to the Greenville -Pelham Road, and being designated as tract No. 2 on Plat of H. S. Brockman above mentioned, which mortgage was recorded in Book 276, page 316, 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 J. H. Hudson and Dora Cooper Hudson, 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 19 day of October, 1938, for the principal sum of Three thousand two hundred forty-seven and no/100 Dollars (\$3247.00), 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 intallment of One Hundred Forty and 47/100 Dollars (\$140.47) 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 have executed this agreement this 15 day of April, 1939.
WITNESSES:

Boyce W. Hunt, 3 G'ville, S. C.
Frank C. Wardlaw, G'ville, S. C.

his
J. H. x Henderson (SEAL)
mark Husband
Dora Cooper Henderson (SEAL)
Wife
MORTGAGOR(S)

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