

P. P. P.

State of South Carolina,
County of Greenville.

Whereas, I, T.C. Gower of the County and State aforesaid, have this day conveyed unto Riley J. Rowley and W.W. Miller of the County and State aforesaid, all that certain lot of land in the Fourth-Ward of the City of Greenville, fronting one hundred (100) feet on the East side of South Main Street and having a depth of one hundred and seventy-six and one-half ($176\frac{1}{2}$) feet; reference being had to my deed to the said Riley J. Rowley and W.W. Miller for a more complete description of the same; and

Whereas the said Riley J. Rowley and W.W. Miller have this day executed unto me their several notes and their mortgage for the full amount of the purchase price, to wit: Sixteen thousand dollars (\$16,000.); and Whereas, there is outstanding against the said lot of land a certain mortgage given January 29th, 1908, to Amarinthea J. Smith, the said mortgage being recorded in R.M.C. office for Greenville County in book TTT, page 280; and Whereas, I am desirous of protecting the said Riley J. Rowley and W.W. Miller against the said mortgage held by the said Amarinthea J. Smith. NOW, Therefore, In consideration of the premises, I, the said T.C. Gower, do hereby covenant and agree with the said Riley J. Rowley and W.W. Miller that unless and until I, the said T.C. Gower shall fully pay off and discharge the said mortgage held by the said Amarinthea J. Smith as aforesaid, the said Riley J. Rowley and W.W. Miller shall have the right to withhold, and I do hereby authorize them to withhold from their payments to me on the notes as aforesaid, the sum of Four Thousand dollars (\$4000.) together with any interest which may be due on said mortgage to Amarinthea J. Smith, together with any attorney's fees and any costs that might be incurred in connection with said note and mortgage. This agreement to become void and of no effect upon the payment and discharge by me of the said mortgage held by the said Amarinthea J. Smith.

And I do hereby guarantee the payment by me of said note & mortgage, and agree to save harmless from the said mortgage the said Riley J. Rowley and W.W. Miller.

In witness whereof, I have hereunto set my hand and seal this 19th, day of February, 1910.

In presence of:

Wilton H. Earle,

T.C. Gower, (L.S.)

Clement F. Haynsworth,

State of South Carolina,
County of Greenville

Personally appeared before me Wilton H. Earle, and made oath that he saw the within named T.C. Gower, sign, seal and as his act and deed deliver the within instrument for the uses and purposes therein stated, and that he with C.F. Haynsworth witnessed the execution thereof.

Sworn to before me this 21st,
day of February 1910.

Wilton H. Earle

R.F. Watson, --

Notary Public for S.C.

Recorded February 28th, 1910.