

office in Mortgage Book No. 112, at page 3. I have agreed to sell all of said land to W.T. Looper by contract dated March 4, 1921, and recorded in said Office in Deed Book No. 60, at page 415; but the said W.T. Looper has consented that I should give this mortgage and that it should have priority over his rights under said contract. The metes and bounds and other descriptions set forth in all the written instruments above referred to are hereby adopted and made parts of this mortgage as fully as though they were set forth at length herein.

In addition to the recorded deeds and contracts hereinabove mentioned, W.T. Looper has agreed to sell to A.J. Snyder and Mrs. Fannie E. Snyder ten and nine-tenths (10.9) acres, and to sell to G.A. Gambrell three acres: these two tracts are not intended to be covered by this mortgage; but the remaining land not affected by any of the above mentioned deeds or contracts of sale (except the contract to W.T. Looper) shall pass hereunder; so that this mortgage is understood and intended to cover one hundred and one and 77/100 acres (101.77), more or less.

State of South Carolina,
County of Greenville.

For value received of S.T. Earle and of Title Guarantee & Trust Co., we hereby consent to the execution of said mortgage by said S.T. Earle to said Title Guarantee & Trust Co. (being the mortgage within written), and we hereby agree that the rights of said Title Guarantee & Trust Co. under said mortgage shall be prior and superior to any rights which we or either of us or any of our heirs, executors, administrators, successors or assigns might at any time have or assert in or to said lands described in said mortgage, or any part thereof by reason of the contract of sale between S.T. Earle and W.T. Looper, dated March 4, 1921, and recorded in office of Register of Mesne Conveyances for said County and State in Deed Book 60, at page 415, or by virtue of a judgment obtained against the said W.T. Looper and others by J.K. Earle, as agent for Louise Earle and India Earle McFarlan, on or about the 27th day of April, 1922 (enrolled as judgment No. A. 8979, in office of Clerk of Court for said County and State), or for any other cause, matter or thing whatsoever.

Witness our hands and seals this 23 day of Jan. A.D. 1925.

Signed, sealed and delivered
in the presence of:

E.D. Allen
Louise F. Earle

W.T. Looper (Seal)

H.J. Southern
J.Lynn Walker

J.K. Earle (Seal)
As Agent for Louise Earle and India Earle McFarlan.

State of South Carolina,
County of Greenville.

Personally appeared before me H.J. Southern and made oath that he saw the within named W.T. Looper sign, seal and as his act and deed deliver the within written waiver or release of priority of his claims in favor of the within mortgage from S.T. Earle to Title Guarantee & Trust Co., and that he with J.Lynn Walker witnessed the execution thereof.

Sworn to before me this 23rd. day of January, A.D. 1925.

J.Lynn Walker (Seal)
Notary Public for South Carolina.

H.J. Southern

State of South Carolina,
County of Greenville.

Personally appeared before me Louise F. Earle and made oath that she saw the within named J.K. Earle, as agent for Louise Earle and India Earle McFarlan, sign, seal and as his act and deed deliver the within written release of priority of his claim in favor of the within written mortgage, and that she with E.D. Allen witnessed the execution thereof.

Sworn to before me, this 23rd. day of January, A.D. 1925.

E.D. Allen (Seal)
Notary Public for South Carolina.

Louise F. Earle

Recorded January 28th, 1925.