

less, and bounded by the lands of T.B. Brown, I.H. Gibson and others, and being more completely described as follows: Beginning on an iron pin in the Old Rutherford Road, and running thence along the said old road N. 6.36 W. 1027.7 feet to iron pin on bank of the New Rutherford Road; thence N. 82.45 E. 1365 feet to iron pin on east bank of branch; thence up the meanders of said branch N. 4.10 W. 138 feet to bend; thence N. 61.30 W. 183 feet to bend in branch; thence N. 3.49 W. 116.5 feet to bend; thence N. 21.30 W. 109 feet to bend; thence N. 50 W. 61.5 feet to iron pin on T.B. Brown line 15 feet from center of branch; thence along T.B. Brown line N. 89 E. 1280 feet to iron pin in another branch; thence down said branch S. 42.30 W. 277 feet to bend in branch; thence S. 18.40 W. 55.5 feet to bend in branch; thence S. 78.05 W. 93 feet to white Oak (down) in branch; thence S. 12.11 W. 1297 feet to stone at root of large poplar; thence S. 4 E. 33.5 feet to post oak; thence S. 84.25 W. 1743.5 feet to beginning corner, according to plat made by H.S. Brockman, Surveyor, on the 30th, day of October, 1926, and being the same tract of land conveyed to Oredia Irene Vaughn by deed of J.E. Roe as recorded in Deed Book 117, at page 226, R.M.C. Office for Greenville County.

WHEREAS, Oredia Irene Vaughn has this day executed her certain deed of conveyance to J.W. Black, and L.E. Black, conveying to them Twenty-five and fourteen-hundredths (25.14) acres, more or less, according to survey and plat by H.S. Brockman, Surveyor, said deed to be recorded herewith and reference is made to the same for a complete description of the property so conveyed.

AND WHEREAS, the said Oredia Irene Vaughn has made a mortgage to the Atlantic Joint Stock Land Bank of Raleigh, N.C., on November 20th, 1926, as recorded in Mortgage Book 178 at page 15, R.M.C. Office for Greenville County, for the sum of Thirteen Hundred (\$1300.00) Dollars, payable on an amortization plan of Forty-five (\$45.50) and fifty cents on the first days of May and November, each and every year until the whole sum is paid in full, and it being the desire of the parties to this mortgage to keep the said mortgage to the Land Bank in full force by meeting the payments as they become due and payable in certain pro rata shares, and at the same time to protect themselves from foreclosure or loss, and this mortgage is made to the said A.R. Hawkins, as Trustee for the purpose of collecting the pro rata share from the mortgagors herein and to see that said payments are duly forwarded to the Land Bank above named, And it is agreed, by the parties hereto that the pro rata share of the said mortgage to the Atlantic Joint Stock Land Bank shall be as follows: One thousand (\$1000.00) Dollars of said mortgage to the Land Bank shall attach to and become a lien over the land herein mentioned to the said Oredia Irene Vaughn, after her conveyance of 25.14 acres to the said J.W. Black and L.E. Black, and she shall pay her seven per cent on the above sum to the Land Bank, or a ten-thirteenth part of the payments as they become due; Three hundred (\$300.00) Dollars of said mortgage indebtedness to the Land Bank shall be assumed by the said J.W. Black and L.E. Black, and they shall pay the seven per cent payments as they become due and payable to said Land Bank, or a three-thirteenth part of the same,

And it is further agreed, that in case either of the parties to this mortgage should fail to pay his pro rata share of the payments to the trustee herein for the purpose of forwarding to the Land Bank, then the other party to this agreement shall have the privilege of paying the same, however, this shall not be compulsory, and this mortgage shall attach to and become a lien over the tract of land herein mentioned belonging to the party who so defaults in payment, and it shall be the duty of the trustee herein to send the payments in to the Land Bank, and in case either party fails to meet his or her pro rata share of said payments as they become due and the said Trustee shall collect the same from the other party or parties, he shall immediately notify the party so defaulting that the payment has been made by the other party, and that a certain sum so collected has become due under this mortgage,

And it is also agreed, that this mortgage shall be a second mortgage and a junior lien over both tracts of land described herein, according to the terms of this agreement for the purpose of keeping alive the mortgage to the Land Bank, until either party or parties hereto, their heirs or assigns, elect to disregard this agreement and allow the equities of the parties to become enforceable.