

FILED
GREENVILLE CO. S. C.

MAY 24 8 40 AM 1949

OLLIE FARNSWORTH
R. M. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

WHEREAS, the undersigned William L. Mitchell, Jr., executed and delivered to The Peoples National Bank, of the County of Greenville, and State of South Carolina, a mortgage deed, dated 22nd day of December, 1948, recorded in Book 409, at page 240, in the office of the Register of Mesne Conveyance of Greenville County, South Carolina, and given to secure an indebtedness to The Peoples National Bank in the principal sum of \$1,050.00; and,

WHEREAS, it has been agreed between the undersigned and the mortgagee in said mortgage and his or its successors and assigns, that the said mortgage shall be amended as set out below;

NOW, THEREFORE, in consideration of the premises and of the sum of \$1.00 to the undersigned paid by the mortgagee, his or its successors or assigns, the receipt of which is hereby acknowledged, the said mortgage deed is hereby amended by adding immediately before the attestation clause the following:

The interest hereby conveyed is subordinate to a mortgage hereinafter referred to as "prior instrument" given by William L. Mitchell, Jr. to The Peoples National Bank dated December 22, 1948 securing an indebtedness in the original principal sum of \$7,000.00, and recorded or filed in Book 409, page 166, in Greenville County, South Carolina on December 22, 1948. Hazard insurance of such types and amounts as the holder of the indebtedness secured hereby may from time to time require, shall be continuously maintained on the improvements now or hereafter on the aforesaid premises. To the extent required by the prior instrument and while the indebtedness secured thereby remains unpaid, deposits for ground rents, taxes, assessments, and insurance may be made with the party secured thereby; also all insurance policies may be held by such party and loss payable clauses may reflect the prior interest of such party. Although the holder of the indebtedness hereby secured waives duplication of action taken to satisfy requirements of the prior instrument, there shall be furnished to said holder, upon request, satisfactory evidence that all requirements of the prior instrument have in fact been fulfilled. A default in any covenant or agreement in the prior instrument shall constitute a default herein. The holder of the indebtedness secured hereby may perform any such defaulted covenant or agreement to such extent as said holder may determine, with resultant right of subrogation. Upon any such default or any other default herein, said holder may declare the indebtedness hereby secured at once due and payable, may foreclose immediately, and may exercise any other rights hereunder or take any other proper action as by law provided. In so far as the provisions of this paragraph are inconsistent with any other provisions of said instrument, this paragraph shall control.