

thence along the said highway, S. 18-30 W. 35 feet to an iron pin at the front joint corner of Tracts 2 and 3; thence still with said highway, S. 18-30 W. 247.0 feet to the beginning corner.

GREENVILLE COUNTY)
 : WAIVER AND SUBORDINATION AGREEMENT
 SOUTH CAROLINA)

I, L. F. Simpson, Jr., am the owner and holder of a note dated February 3, 1961, in the original amount of Fifty-Four Hundred Seventy-Nine and 51/100 (\$5,479.51) Dollars, and the Real Estate Mortgage which secures payment thereof, both made by R. F. Melton and James R. Mann to J. A. Simpson. The mortgage is recorded in the Office of the R.M.C. in Mortgages Book 849, Page 83, and an assignment to me of that mortgage by Paul M. Simpson, Executor of the Estate of J. A. Simpson, Deceased, dated July 2, 1962, is being recorded on the same date as this mortgage. For value, I hereby waive and subordinate the priority of lien of that mortgage in favor of the lien of the mortgage by R. F. Melton and James R. Mann to Colonial Oil Industries, Inc., of this date, so that the mortgage which I own and hold is and will be the third mortgage in rank of priority of lien over the property described therein and in the mortgage to Colonial Oil Industries, Inc..

WITNESSES:

Barbara Gambrell
Calhoun H. Turner

L. F. Simpson, Jr.
 L. F. Simpson, Jr.
 October 21, 1963

GREENVILLE COUNTY)
 : PROBATE
 SOUTH CAROLINA)

PERSONALLY appeared before me Barbara Gambrell and made oath that she saw the within named L. F. Simpson, sign, seal, and as his act and deed deliver the within written Waiver and Subordination Agreement, and that she with Calhoun H. Turner witnessed the execution thereof.

Barbara Gambrell

SWORN to before me this
 21st day of October, 1963.

Calhoun H. Turner
 Notary Public for South Carolina

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said Colonial Oil Industries, Inc., its Successors

~~rights~~ and Assigns forever. And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Colonial Oil Industries, Inc., its Successors

~~rights~~ and Assigns, from and against us, our

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agrees to insure the house and buildings on said lot in a ~~and~~ not less than the total amount due under this mortgage, plus the amounts due under any mortgage prior in lien to this mortgage, ~~and~~

in a company or companies satisfactory to the mortgagee, and to keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in its own

name and reimburse itself

for the premium and expense of such insurance under this mortgage, with interest.