

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Security Administration
Tenant Purchase Division

STIPULATION AMENDING MORTGAGE

This agreement, made and entered into this 12 day of April, 1939, by and between Leo Pace and Cora Waters Pace, his wife, of the County of Greenville, State of South Carolina, hereinafter called the Mortgagor(s), and the United States of America, hereinafter called the Mortgagee;

WITNESSETH, THAT

WHEREAS, on October 4, 1938, the Mortgagor(s) executed to the Mortgagee a certain real estate mortgage covering the following described land situated in the County of Greenville, State of South Carolina, to wit;

All that certain piece, parcel or lot of land in Greenville County, South Carolina in O'Neal Township on the Southwest side of the Old Buncombe Road, and having, according to a plat thereof made by W. A. Hester, Surveyor, November 10, 1922, the following metes and bounds, to-wit: BEGINNING at an iron pin on the Southwest side of the Old Buncombe Road, corner of property of J. C. Brady, and running thence along the line of Brady property S. 36 1/2 W. 46.16 chains to an iron pin in branch in line of property of Connie Andrie; thence along the branch as a line in a northwesterly direction 11.40 chains to a stake in line of property of R. H. McDonald; thence along said McDonald line N. 53 E. 37.00 chains to an iron pin in the Southwest side of Old Buncombe Road; thence with said road S. 46 1/2 E. 5.78 chains to a point; thence still with said road S. 61-7/8 E. 7.53 chains to an iron pin, the point of beginning, containing according to said plat 53.52 acres more or less, and being bounded on the East by lands of J. C. Brady; on the Southwest by lands of Connie Andrie; on the Northwest by lands of R. H. McDonald, and on the North by the Old Buncombe Road and other lands of J. A. Farrar, which mortgage was recorded in Book 276, page 143, in the office of the Register of Mesne Conveyance, Greenville County, South Carolina; and

WHEREAS, the parties hereto desire to amend said mortgage so as to set forth the true intent of the parties thereto.

NOW, WHEREFORE, it is agreed by and between the parties hereto that the first paragraph of said mortgage shall be, and the same is hereby amended to read as follows:

"THAT WHEREAS, the undersigned Leo Pace and Cora Waters Pace, his wife, of the County of Greenville, State of South Carolina, hereinafter called Mortgagor(s) (have) become justly indebted to the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 30 day of September, 1938, for the principal sum of Three thousand eight hundred sixty-two and no/100 Dollars (\$3862.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided, the first installment of One hundred sixty-seven and 07/100 Dollars (\$167.07) being due and collectible on the 31 day of December, 1938, the next succeeding thirty-eight installments annually thereafter, and the fortieth installment either thirty-nine years thereafter or forty years from the date of said note, whichever date is the earlier; and"

It is further agreed that all other terms and conditions of said mortgage shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 12 day of April, 1939.

WITNESSES:

Frank C. Wardlaw, G'ville, S. C.
Helen D. Holstein, G'ville, S. C.

Leo Pace (SEAL)
Husband
Cora Waters Pace (SEAL)
Wife Mortgagee
Henry A. Wallace
Secretary of Agriculture
(For and on behalf of the United States)
Farm Security Administration
By A. C. Tate
Acting Regional Director
Farm Security Administration
Mortgagee

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE.) SS

Before me Carroll S. Mills, a Notary Public of South Carolina, personally appeared Frank C. Wardlaw and made oath that he saw the within named Leo Pace and Cora Waters Pace, his wife, sign, seal and, as their act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that he, with Helen D. Holstein, witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me
this 15 day of April, 1939.

Carroll S. Mills
Notary Public of South Carolina

Frank C. Wardlaw
Witness

My commission expires at the pleasure of the Governor
(NOTARIAL SEAL)