

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT.

Whereas, I, Mrs. Rebecca S. Thackston, am indebted to Fidelity Federal Savings and Loan Association, of Greenville, S. C., as evidenced by my certain promissory note in the original sum of \$2800.00, dated May 4, 1940, due in monthly instalments of \$28.00 each, and secured by a mortgage covering certain real estate, said mortgage being duly recorded in the R. M. C. Office for Greenville County, South Carolina, in Book of Mortgages 290 at Page 149, and covering Lot No. 33 as shown on plat of "North Hills" recorded in the R. M. C. Office for Greenville County in Plat Book H at page 90, being the same property conveyed to me by O. P. Earle, as Conservator of Mechanics Building and Loan Association by deed dated December 18, 1935, recorded in Book of Deeds 180 at page 491; and

Whereas, at my request my daughter, Katherine T. Cleland, has endorsed my note; and
Whereas, I desire to fully secure the said Katherine T. Cleland for all advancements made by her, either as payments to Fidelity Federal Savings and Loan Association on said note and mortgage, or for taxes, insurance premiums and repairs upon the dwelling, etc.,

NOW, THEREFORE, in consideration of any advancements made by the said Katherine T. Cleland upon my note and mortgage to Fidelity Federal Savings and Loan Association, as well as for taxes, insurance premiums and repairs upon the dwelling, I, Mrs. Rebecca S. Thackston, agree that the said Katherine T. Cleland shall be subrogated pro tanto to all rights of Fidelity Federal Savings and Loan Association, of Greenville, S. C., on its successors and assigns, in the existing mortgage (referred to in Paragraph 1 hereinabove), or any renewals thereof, for any and all sums advanced by her in payment of such obligations, with interest from the date of such advancements at the rate of 6%. That in addition, Katherine T. Cleland shall have, and is hereby given a lien upon the property described in the mortgage hereinabove referred to, to the full extent of all moneys advanced by her for taxes, fire insurance premiums, repairs or improvements upon the property, with interest from the date of each of such advancements at the rate of 6%. Provided, however, that the said Katherine T. Cleland shall not have the right to enforce said lien against me during my life, but it is agreed that all moneys due by virtue of said subrogation and upon the lien created are to be due and payable at the time of my death; but should Fidelity Federal Savings and Loan Association, of Greenville, S. C., institute foreclosure proceedings on said mortgage, this provision shall not be operative against the said Katherine T. Cleland, and she shall have the right to assert her lien in said proceeding.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Greenville, South Carolina, this the 4th day of May, A. D. 1940.

Signed, sealed, and delivered in the presence of:

Anna C. Johnston
J. K. Cleland

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

Personally appeared before me Anna C. Johnston and made oath that he saw the within named Mrs. Rebecca S. Thackston, sign, seal, and as her act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that he, with J. K. Cleland, witnessed the execution thereof.

Sworn to and subscribed before me this the 6th day of May, A. D. 1940.

J. L. Love (SEAL)

Anna C. Johnston

Notary Public for State of S. C.

No Stamps

Recorded August 22, 1940 at 10:30 A. M. #11947 BY: E.G.

(Mrs.) REBECCA S. THACKSTON (L. S.)
RECORDED AND INDEXED
#12562
27th DAY OF MAY 1940
Ollie J. Jarmouth
R.M.C. OF GREENVILLE COUNTY, S.C.
10:00 O'CLOCK P.M.