. 785 Pair **114** 

Parcel Number 3: All that certain tract of land containing the Hundred Sixty-Three and 97/100 (163.97) acres, more or less, formerly known as the "John R. Hellams Tract of the George W. Owings Estate land, Dials Township, Laurens County, South Carolina, located about three miles Southwest from the Town of Gray Court, on the public road leading from Dials Church to Shiloh Church, and now in the possession of Alice O. Martin, bounded now or formerly as follows:

On the North by lands of D. D. Harris, lands of Sallie Harris, and lands of T. B. Campbell, on the East by lands of T. B. Campbell, on the South by lands of the P. M. Hellams Estate, and on the West by lands of H. Y. Simmons Estate. Said tract of land is particularly shown and delineated on a plat prepared by W. M. Mash, Surveyor, on the 26th day of March, 1942, which is recorded in Plat Book 3 at page 122, Public records for Laurens County, South Carolina, which plat and the record thereof are by reference incorporated herein.

Percel Number 4: All that tract, piece or parcel of land, lying, being and situate in School District 5 F. Greenville County, and State of South Carolina, about four (4) miles East of Simpsonville on the Scuffletown and Stewart-Academy roads, and being known as a portion of the Hunter lands containing Two Hundred and Eighty (280) acres, more or less, and being now in the possession of Alice O. Mertin, being bounded on the North by lands now or formerly of Goldsmith, and of Waddell, on the East by lands now or formerly of Mrs. Wilson Stewart, on the South by road known as the Georgia Road, and by lends now or formerly of W. S. Thackston, and on the West by the Scuffletown road, and lands of the Lawson estate, lands of Brown, and lands of M. A. King. Said tract of land is particularly shown and delineated on a plat thereof prepared by W. M. Nash, Registered Surveyor and Engineer, dated the 12th of February, 1943, and recorded in the Public Records of Greenville County, in Plat Book X at Page 13, which plat and the record thereof, by reference are incorporated herein, there being excluded therefrom, however, a lot of land containing 4.59 acres, more or less, according to plat of C. O. Riddle, Surveyor, dated the 6th of October, 1953, which was conveyed by Alice O. Martin to Walter T. Jones and Maggie T. Jones by deed of record in Deed Book 487, at page 339 in the Office of the Register of Meane Conveyance for Greenville County, S. C. and a lot of land more fully shown and delineated as a tract of land containing  $20\frac{1}{4}$  acres, more or less, by plat of B. R. T. Todd, Surveyor, dated the 13th of January, 1955, being the lot of land conveyed by Ethel H. Owings and Alice O. Martin, to Cecil Parks and Carrol Gene B. Parks by deed dated the 17th of January, 1955, of record in Deed Book 517 at page 177, in the Office of the Register of Mesne Conveyance for Greenville County, S. C., and a two acre lot of land conveyed to Frances E. Collins by deed dated March 12th, 1959, recorded in Deed Book 619, at page 360.

This deed is prepared in DUPLIC/TE. One copy or writing should be recorded in Laurens County, the other in Greenville County, and both should be signed and witnessed exactly alike.

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto second party, its successors and assigns in fee simple forever. First party hereby binds himself, his heirs, executors, administrators, and assigns, to warrant and forever defend all and singular the said premises unto the second party, its successors and assigns, from and against first party, his heirs, executors, administrators, and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if first party shall well and truly pay, or cause to be paid, unto second party, its successors or assigns, the said debt or sum of money, with interest thereon as aforesaid, and shall perform all terms, conditions, and covenants according to the true intent of said note and this mortgage and any other instrument securing said note, and comply with all the provisions of the Federal Farm Loan Act and all amendments thereto, and with the rules and regulations issued and that may be issued by the Farm Credit Administration, all of which are hereby made a part hereof, then this mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and effect.

FOR THE CONSIDERATION aforesaid, first party covenants as follows:

- 1. First party is lawfully seized of said property in fee simple and has a perfect right to convey same; there are no encumbrances or liens whatsoever on said property except this mortgage.
- 2. First party will insure, and keep insured, as required by second party from time to time, all buildings now and hereafter on said land against such risks, in such form, in at least such amounts, and in such company or companies, as shall be satisfactory to second party, the loss, if any, to be payable to second party as its interest may appear, and will deliver to second party a policy or policies of insurance with mortgagee clause satisfactory to second party attached thereto, and will promptly pay when due all premiums for such insurance. At the option of first party, and subject to the regulations issued under the Federal Farm Loan Act or acts amendatory thereof or supplemental thereto, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings, and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as second party in its sole discretion may determine.

Sp.