

SOUTH CAROLINA

GREENVILLE

9 3:05 PM 1965
COUNTY.

BOOK 1007 PAGE 189

In consideration of advances made and which may be made by BLUE RIDGE
Production Credit Association, Lender, to Dan U. Harrell and Mary C. Harrell Borrower,
(whether one or more), aggregating SIX THOUSAND AND NO/100 Dollars

(\$ 6,000.00), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-55, as amended, Code of Laws of South Carolina, 1962, (1) all existing indebtedness of Borrower to Lender (including but not limited to the above described advances), evidenced by promissory notes, and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender, now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any one time not to exceed TEN THOUSAND AND NO/100 Dollars (\$ 10,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than ten (10%) per centum of the total amount due thereon and charges as provided in said note(s) and herein, Undersigned has granted, bargained, sold, conveyed and mortgaged, and by these presents does hereby, grant, bargain, sell, convey and mortgage, in fee simple unto Lender, its successors and assigns:

All that tract of land located in Fairview Township, Greenville County, South Carolina, containing 151.04 acres, more or less, known as the _____ Place, and bounded as follows:

ALL THAT CERTAIN piece, parcel or tract of land, being and lying in the State of South Carolina, County aforesaid, and containing fifty-nine and seventeen one-hundredths (59.17) acres, more or less, and being part of the lands conveyed to J. H. Drummond by L. C. Garrett on Jan. 2, 1917, by deed recorded in the R.M.C. Office for Greenville County in Book 42 and Page 40, and being bounded by lands now or formerly owned by H. D. Woods, D. A. Coleman and others.

Also all that certain piece, parcel or tract of land adjoining the above described tract and containing twenty-three (23) acres, more or less, being the same conveyed to J. H. Drummond by C. G. Garrett by deed dated January 12, 1910.

This being the same property as that conveyed to the grantor by deed of J. J. Hunter, M. E. Hunter, and Mrs. George H. Anderson, by deed dated March 27th, 1943, and recorded in the R.M.C. Office for Greenville County in Deed Book 252, Page 226.

ALSO ALL THAT LOT of land in the County of Greenville, State of South Carolina, containing 68.87 acres, in Fairview school district and having the following metes and bounds to-wit:

BEGINNING at an iron pin on the Eastern side of Babtown Road and running thence S. 14 1/2 E. 147.58 feet to an iron pin in said road; thence S. 87 1/2 W., 184.8 feet to an iron pin; thence S. 8 1/4 W., 1395.9 feet to an iron pin; thence S. 56 1/4 W., 2,397.8 feet; thence N. 23 1/4 W., 211.86 feet to an iron pin; thence N. 22-3/4 W., 646.8 feet to an iron pin; thence N. 46 1/4 E. 3,397.02 to the point of BEGINNING and being the same property conveyed to me in deed book 121 at page 178.

It is agreed and understood that this mortgage is a second mortgage to the one held by Fountain Inn Federal Savings And Loan Association.

A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower to Lender shall at the option of Lender constitute a default under any one or more, or all instruments executed by Borrower to Lender.

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 lands and premises unto Lender, its successors and assigns with all the rights, privileges, members and appurtenances thereto belonging or in any wise appertaining.

UNDERSIGNED hereby binds himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto Lender, its successors and assigns, from and against Undersigned, 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, that if Borrower shall pay unto Lender, its successors or assigns, the aforesaid indebtedness and all interest and other sums secured by this or any other instrument executed by Borrower as security to the aforesaid indebtedness and shall perform all of the terms, covenants, conditions, agreements, representations and obligations contained in all mortgages executed by Borrower to Lender according to the true intent of said Mortgages, all of the terms, covenants, conditions, agreements, representations and obligations of which are made a part hereof to the same extent as if set forth in extenso herein, then this instrument shall cease, determine and be null and void; otherwise it shall remain in full force and effect.

It is understood and agreed that all advances heretofore, now and hereafter made by Lender to Borrower, and all indebtedness now and hereafter owed by Borrower to Lender, and any other present or future indebtedness or liability of Borrower to Lender, whether as principal debtor, surety, guarantor, endorser or otherwise, will be secured by this instrument until it is satisfied of record. It is further understood and agreed that Lender, at the written request of Borrower, will satisfy this mortgage whenever: (1) Borrower owes no indebtedness to Lender, (2) Borrower has no liability to Lender, and (3) Lender has not agreed to make any further advance or advances to Borrower.

This agreement shall inure to the benefit of Lender, its successors and assigns, and any successor, or assign of Lender may make advances hereunder, and all such advances and all other indebtedness of Borrower to such successor or assign shall be secured hereby. The word "Lender" shall be construed to include the Lender herein, its successors and assigns.

EXECUTED, SEALED, AND DELIVERED, this the 3rd. day of September, 1965.

Dan U. Harrell (L. S.)

(Dan U. Harrell)

Signed, Sealed and Delivered

in the presence of:

W. R. Taylor
(W. R. Taylor)

Ethel C. Alberson
(Ethel C. Alberson)

Mary C. Harrell (L. S.)

(Mary C. Harrell)

Form FCA 402

*Satisfied and cancelled this 3rd day of May 1967.
Blue Ridge Production Credit Ass'n.
W. R. Taylor Secty - Treas.
witness - E. Alberson*

SATISFIED AND CANCELLED OF RECORD

4 DAY OF May 1967

Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 5:16 O'CLOCK P. M. NO. 26726