

DEC 13 3 14 PM 1968

BOOK 1112 PAGE 233

SOUTH CAROLINA, Greenville COUNTY.

In consideration of the sum made and which may be made by Elma Ridge
Production Credit Association, Lender, to Willie R. Durham Borrower,
(whether one or more), aggregating Three Hundred Thirty Eight and 58/100 Dollars

(\$ 338.58), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-58, 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 Fifteen Hundred and No/100 Dollars (\$ 1,500.00), 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 Butler Township, Greenville County, South Carolina, containing 2.98 acres, more or less, known as the _____ Place, and bounded as follows:

All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, in Butler Township, containing 1.2 acres, being a portion of the J. A. Bull property, plat of which is recorded in Plat Book "L", at page 103, and having according to a more recent plat made by J. Mac Richardson, Surveyor, the following metes and bounds, to-wit:

BEGINNING at a pin in a County Road and running thence along the center of a private road N. 33-16 E. 185 feet to a pin; thence continuing along said private road N. 58-54 E. 173 feet to a pin; thence continuing along said private road N. 35-04 E. 107.5 feet to a pin; thence S. 14-08 E. 268.8 feet to an iron pin; thence S. 84-16 W. 170 feet to an iron pin on the edge of the County Road; thence continuing into the said County Road to a pin S. 84-16 W. 125.6 feet; thence continuing through the center of said County Road S. 63-47 W. 93 feet to a pin, the point of BEGINNING; being 1.2 acres located in the Southwesterly corner of the property of Larthun Durham.

Also all that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, in Butler Township, containing 1.78 acres, more or less, being a portion of the J. A. Bull property, plat of which is recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book L, page 103 and having, according to a more recent plat made by W. J. Riddle, Surveyor, January 16, 1952, the following metes and bounds, to-wit:

BEGINNING at an iron pin near the center of a private road, joint corner of property heretofore conveyed to Willie R. Durham and running thence through said private road N. 19-17 E. 130.5 feet to an iron pin; thence continuing near the center of said private road N. 44-13 E. 80.2 feet to an iron pin; thence continuing through said private road N. 70-00 E. 86 feet to an iron pin, common corner with property of Larthun Durham; thence S. 4-00 W. 64.1 feet to an iron pin near the center of a County road; thence running through and near the center of said County road N. 45-37 W. 116.9 feet to an iron pin; thence continuing through and near the center of said County road N. 73-36 W. 220.4 feet to an iron pin, common corner with property heretofore conveyed to Willie R. Durham; thence N. 83-39 E. 229.2 feet to an iron pin; thence N. 14-45 W. 268.8 feet to an iron pin, the point of BEGINNING, and containing 1.78 acres, more or less.

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 9th day of December, 1968.

Willie R. Durham (L. S.)
(Willie R. Durham)

Signed, Sealed and Delivered
in the presence of:
[Signature]
(Oliver Whitener)
[Signature]
(Ethel C. Albersen)
S. C. R. E. Mgs. - Rev. 8-1-63

Form FCA 402

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