

SOUTH CAROLINA, Greenville COUNTY.

Blue Ridge

In consideration of advances made and which may be made by Production Credit Association, Lender, to James D. Sims and Ruth H. Sims Borrower, (whether one or more), aggregating Twenty Thousand One Hundred Forty Two and 80/100 Dollars

(evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-33, 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 Thirty Five Thousand and No/100 Dollars (\$35,000.00), plus interest thereon, attorneys' 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 Paris Mtn Township, Greenville County, South Carolina, containing 4.81 acres, more or less, known as the Hudson Place, and bounded as follows:

BEGINNING at an iron pin on the North Parker Road (formerly New Poor House Road) corner of property owned by Boldt, and running thence S. 80 E. 491.7 ft. to an iron pin; thence S. 60 E. 165 ft. to an iron pin in branch; thence with the branch, N. 28 1/2 E. 165 ft. to an iron pin; thence N. 59 W. 379.5 ft. to an iron pin; thence S. 62 W. 204.6 ft. to an iron pin; thence S. 86 1/2 W. 217.4 ft. to an iron pin in said road; thence with said road S. 4 E. 85.14 ft. to the BEGINNING corner; being the same premises conveyed to the mortgagors herein by two separate deeds - one from Vergie Hudson dated March 2, 1946, recorded in the R. M. C. Office for Greenville County in Deed Book 294, at page 28, and the other from Eva L. Hudson by Deed dated March 2, 1946 and recorded in the R. M. C. Office for Greenville County in Deed Book 294 at page 29.

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ALL that piece, parcel or tract of land in Paris Mtn. Township, Greenville County, State of South Carolina as follows:

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BEGINNING at an iron pin on the North Parker Road; thence N. 86 degrees 30' E. 217.14 ft. to an iron pin; thence N. 62 degrees 00' E. 106.31 ft. to an iron pin; thence S. 86 degrees 30' W. 307.55 ft. to an iron pin; thence S. 3 degrees 30' W. 50 ft. to the point of BEGINNING; being the same premises conveyed to James D. Sims by Vergie Hudson by Deed recorded in the R. M. C. Office for Greenville County in Deed Book 501 at page 45 on June 5, 1954.

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ALL OF that lot of land in the County of Greenville, State of South Carolina, in Paris Mountain Township, containing 1.81 acres, more or less, and being a part of Tract 96 on plat 2 of Parker Land Company and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of North Parker Road at the corner of Sims and running thence N. 5 E. 271.9 feet to an iron pin at the corner of Jackson; thence S. 72-16 E. 427.2 feet to an iron pin at the corner of Gilbert; thence S. 27-25 W. 112.7 feet to an iron pin; thence S. 66-44 W. 72.7 feet to an iron pin; thence S. 88-11 W. 313.3 feet to the point of BEGINNING and being same conveyed to P. L. Bruce, Jr. and Thomas S. Bruce in Deed Book 804, at pages 211 and 214.

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 22nd day of May 19 70

James D. Sims (L.S.)  
(James D. Sims)

Ruth H. Sims (L.S.)  
(Ruth H. Sims)

Signed, Sealed and Delivered in the presence of:  
M.R. Taylor (R. Taylor)  
Alice P. Knight (Alice P. Knight)

For Subordination Agreement see B. E. M. Book 1175 page 450.