

GREENVILLE, S. C. PAGE 581
OCT 7 9 32 AM '70
OLLIE FARNSWORTH
R.M.C.

SOUTH CAROLINA, Greenville COUNTY.

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to Joe Dean Smith Borrower, (whether one or more), aggregating TWENTY FOUR THOUSAND ONE HUNDRED SEVENTY THREE AND 68/100 Dollars (\$ 24,173.68), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-53, 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 THOUSAND Dollars (\$ 30,000.00), 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 Highland Township, Greenville and Spartanburg County, South Carolina, containing 110 acres, more or less, known as the Groce Place, and bounded as follows:

ALL that piece, parcel or lot of land in Greenville and Spartanburg Counties, State of South Carolina, about 1 mile south of Gowansville, on the northeast side of Goodjion Road, containing 107.5 acres, more or less, and being shown and designated as Tract No. 2 on a survey for J. C. and Hazel W. Fowler by W. N. Willis, dated August 14, 1970, to be recorded herewith, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Goodjion Road (iron pin back at 42 feet), and running thence N. 49-40 E. 573 feet to an iron pin; thence N. 11-35 W. 555 feet to an iron pin; thence S. 87-10 E. 1,371 feet to an old stone; thence N. 1-30 E. 1,329 feet to a red rock; thence N. 85-37 E. 667.9 feet to an old iron pin in Motlow Creek; thence down and with said creek as line the following tie lines: S. 16-00 W. 167 feet, S. 65-12 E. 107 feet, S. 3-00 W. 123 feet, S. 37-11 E. 80 feet, S. 6-45 E. 155 feet, S. 48-30 E. 185 feet, S. 37-50 E. 200 feet, S. 34-30 E. 175 feet, S. 14-45 E. 135 feet, S. 52-10 E. 364 feet, S. 48-30 E. 165 feet, S. 34-30 E. 145 feet; leaving said creek thence running S. 56-35 W. 2,063.2 feet, more or less, to a nail in County Road; thence with County Road, S. 57-25 W. 649 feet to a nail; thence S. 58-15 W. 200 feet to a nail in center of Goodjion Road; thence along and with Goodjion Road, N. 35-18 W. 535 feet to a nail; thence N. 47-50 W. 800 feet to the point of beginning.

This being a portion of that property conveyed to grantor in deeds recorded in Deed Book 34-C at Page 99 and 32-D at Page 316, R.M.C. Office for Spartanburg County.

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 Mortgage, 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 extension 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 8th day of September, 1970

Signed, Sealed and Delivered in the presence of:
Joe Dean Smith (L.S.)
Joe Dean Smith (L.S.)
Louise Trammell (L.S.)
W.R. Taylor (L.S.)
(Louise Trammell)
(W.R. Taylor)
S. C. R. E. Mfg. - Rev. 8-1-63

SEP 10 1970