

ORIGINAL

SOUTH CAROLINA, Greenville & Anderson Counties

1183 no. 529
MAY 15 4 58 PM '71
OLLIE FARNSWORTH
R.N.C.

In consideration of certain loans and advances made by Lender to Borrower, the undersigned, **FRANK OWEN**, of the County of **Anderson**, State of South Carolina, do hereby certify that the undersigned is the person who executed the following instrument:

(whether one or more) representing **FOURTY THOUSAND DOLLARS (\$40,000.00)** (represented by note(s) of even date herewith, hereby expressly made a part hereof), and in return, in accordance with Section 45-55, Code of Laws of South Carolina, 1955, (1) all existing indebtedness of Borrower to Lender (including but not limited to the above described advances), evidenced by promissory notes, and all interest and extension thereof; (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all interest and extension thereof; and (3) all other indebtedness of Borrower to Lender, now due or to become due or hereafter contracted, the minimum principal amount of all existing indebtedness, loans, advances, and all other indebtedness outstanding at any one time not to exceed **FOURTY THOUSAND DOLLARS (\$40,000.00)**, 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 hereon. Undersigned has granted, conveyed, sold, assigned and managed, 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 and Grant** Townships, **Greenville & Anderson** County, South Carolina, containing **117 & 108** acres, more or less, known as the _____ Plot, and bounded as follows:

ALL that piece, parcel or lot of land situate, lying and being in the County of **Greenville**, being in **Fairview and Grant** Townships, State of **South Carolina**, and containing **117** acres, more or less, according to a plat of the Property of **E. O. Jacks** prepared by **W. J. Riddle**, Surveyor, dated **October 10, 1919**, of record in the Office of the **REC** for **Greenville** County in **Plat Book 0, Page 9**, and having, according to said plat, the following notes and bounds, to wit:

BEGINNING at a point in the center of a road leading to **Conestee**, and running along the center of said road, **N. 49 W. 429.66** feet to a point in the center of said road; thence, leaving said road, **S. 82-30 E. 165** feet; running thence **N. 27 W. 656.70** feet, crossing said road to a stone; thence re-crossing said road and running **N. 37-15 E. 1834.14** feet to a stone; thence **N. 42-30 W. 46.86** feet to a stone; thence **N. 65 E. 640.86** feet to a point in the center of **Roody River**; thence with the meanderings of said river, the following courses and distances: **S. 32-45 E. 344.52** feet; **S. 37-45 E. 627** feet; **S. 37 E. 314.16** feet; **N. 56-15 E. 374.88** feet; **S. 18-15 E. 503.58** feet; **S. 38-30 E. 204.60** feet; thence leaving said river and running **S. 46-30 W. 438.24** feet to a stone; thence **S. 62-30 W. 766.92** feet to a stone; thence **S. 33-12 W. 231** feet to a stone; thence **S. 39-5 W. 419.10** feet to a stone; thence **S. 62-15 W. 1108.20** feet to a point; thence **N. 39-15 W. 438.24** feet to a point in the center of a road leading to **Conestee**, the point of beginning.

NOT included in the above description is a small parcel of property conveyed by **Frank E. Owen** to **Marion E. Owen** on **May 3, 1951**, containing one-fourth acre, more or less, as shown by deed recorded in the Office of the **REC** for **Greenville** County in **Deed Book 434, Page 68**.

ALSO, **ALL** that piece, parcel or lot of land situate, lying and being in the County of **Anderson**, State of **South Carolina**, being known and designated as **108** acres, more or less, as shown on a plat prepared by **F. V. O'Dell** and **Jubal Williams** dated **August 15, 1919**, of record in the Office of the Clerk of Court for **Anderson** County in **Plat Book 7, Page 125**, and being the same property obtained by **Osston Henry Healin** from deed of **B. E. Geer** dated **March 5, 1929**, of record in the Office of the Clerk of Court for **Anderson** County in **Deed Book 6-E, Page 149**, reference to the above plat created for a notes and bounds description thereof.

THIS MORTGAGE is executed in **DUPLICATE**, each of which shall be deemed an original, one of which is being filed for record in the Public Records of **Anderson** County and the other is being filed for record in the Public Records of **Greenville** County, **South Carolina**.

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 4th day of March, 1971

Frank Owens
(Frank Owens) (L. S.)

Signed, Sealed and Delivered
in the presence of:
William D. Richardson
(William D. Richardson)
W. R. Taylor
(W. R. Taylor)
S. C. R. E. MORTGAGE - Rev. 6-7-63

Frank E. Owen
Also known as (Frank E. Owen) (L. S.)