

GREENVILLE CO. S. C.

Nov 29 8 43 AM '71

BOOK 1215 PAGE 09

SOUTH CAROLINA, Greenville OLLIE FARNSWORTH R. MCINTY.

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to Norwood Davis and Jincie B. Davis Borrower, (whether one or more), aggregating Two Thousand Seven Hundred Twenty Six and 61/100 Dollars (\$2,726.61), (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 Five Thousand and No/100 Dollars (\$5,000.00), 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 County, South Carolina, containing 47.0 acres, more or less, known as the Place, and bounded as follows:

All that piece, parcel or lot of land in Highland Township, Greenville County, State of South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at a sycamore on the left bank of head of Tyger River and near the State road; thence up the head of Tyger River as a line 23.40 chains to a branch; thence up said branch as a line 8.30 chains to a stake; thence N. 18 1/2 W 3.50 chains to a stake on line of the N. K. Robertson lands (now owned by Lanford and Kendrick); thence with line of said lands in a westerly direction to lands of Sherman Robertson; thence with line of said land formerly belonging to Peggy Ballenger, now belonging to Mrs. Elizabeth Roe and with her line to the beginning corner, containing 50 acres, more or less. This is the same property conveyed to E. S. Ballenger by deed of M. M. Johnson, dated March 11, 1935, recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 171, page 255. and the same conveyed to A. M. Ballenger by deed recorded in deed book on the records of the Greenville County Block Book Dept. on air map sheet No. 651, Block 3, Lot No. 1, and listed 47 acres more or less. Now Block Book No. 651.2-1-1

This is the identical property conveyed to us by E. Inman, Master, deed dated 12-30-59 recorded in Deed Book Vol. 641, page 386, R. M. C. Office, Greenville County, S. C.

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 12th day of November, 1971

Signed, Sealed and Delivered

In the presence of:

Carolyn S. Davis (Carolyn S. Davis)

S. C. R. E. Reg. 9-1-63

Norwood Davis (L. S.)

(Norwood Davis) (L. S.)

Jincie B. Davis (L. S.)

(Jincie B. Davis)