FILED
GREENVILLE CO. S. C.
MAY 24 12 37 PM '72
OLLIE FARNSWORTH
R. M. C.

FA-4 S.C. Mortgage (August, 1970) (Individual and Corporation)

THE FEDERAL LAND BANK OF COLUMBIA

STATE OF SOUTH CAROLINA)
)
County of GREENVILLE)

MORTGAGE LOAN NO. S-193-423

THIS INDENTURE, made this 23rd day of MAY, 1972, by and between

James D. Ward

hereinafter called first party, whether one or more, and The Federal Land Bank of Columbia, of Columbia, S. C., a corporation organized, chartered and existing pursuant to an Act of Congress, entitled the Federal Farm Loan Act, hereinafter called second party, WITNESSETH, that,

WHEREAS, first party is indebted to second party in the principal sum of

Forty Five Thousand Eight Hundred and 00/100 Dollars ($ 45,800.00), as evidenced by a certain promissory note, of even date herewith, payable to the order of second party in Three Hundred Sixty (360) successive Monthly installments of principal, the first installment of principal being due and payable on the First day of July, 1972, with interest from date of said note payable as and at the rate(s) provided in said note, all of which and such other terms, conditions, and agreements as contained in said note will more fully appear by reference thereto, which note is made a part of this mortgage to the same extent as if it were set out in extenso herein, which said note is secured by this mortgage.

This mortgage also secures (1) all existing indebtedness of first party (or of any one or more of the parties designated herein as first party) to second party (including but not limited to the above described note) evidenced by promissory notes or any other instruments, and all renewals, reamortizations, extensions, deferments or other rearrangements thereof, together with interest thereon as provided therein, (2) all future advances that subsequently may be made to first party (or to any one or more of the parties designated herein as first party with the written consent of the remainder of said parties) to be evidenced by promissory notes or any other instruments, and all renewals, reamortizations, extensions, deferments or other rearrangements thereof, together with interest thereon as provided therein; said future advances, if any, to be made solely at the option of second party, and (3) all other indebtedness of first party (or of any one or more of the parties designated herein as first party) to second party now due or to become due or hereafter contracted, and all renewals, reamortizations, extensions, deferments or other rearrangements thereof, together with interest thereon as provided for, THE MAXIMUM PRINCIPAL AMOUNT OF ALL EXISTING INDEBTEDNESS, FUTURE ADVANCES, AND ALL OTHER INDEBTEDNESS OUTSTANDING AT ANY ONE TIME NOT TO EXCEED

Sixty Seven Thousand and No/100 - - - - DOLLARS ($ 67,000.00),

plus interest thereon, attorneys' fees, court costs, and any advances necessary for the protection of the security or title thereto, such as, but not limited to, advances for taxes and insurance premiums, all of which are secured by this mortgage. It is understood and agreed by all parties hereto that the execution by first party and the acceptance by second party of any notes, renewal notes or other instruments, or the agreement by second party to any reamortizations, extensions, deferments or other rearrangements as contemplated in this paragraph or elsewhere herein shall not be construed as payment of any indebtedness hereby secured (whether or not, among other changes in terms, the interest rate or rates remain the same and/or time for payment is thereby extended or lessened), and shall not discharge the lien of this mortgage which is to remain in full force and effect until the total indebtedness secured hereby has been paid in full. All notes or other instruments contemplated in this paragraph or elsewhere herein shall remain uncancelled and in possession of second party, its successors and assigns, until the total indebtedness hereby secured is paid in full.

NOW, KNOW ALL MEN, that first party, in consideration of the debt as evidenced by the above described note, and for better securing the payment thereof to second party, according to the terms of said note, and the performance of the conditions and covenants herein contained, and to secure any other indebtedness contemplated in the paragraph next above or elsewhere herein, and also in consideration of the sum of One Dollar to first party in hand paid by second party, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, in fee simple, and by these presents does grant, bargain, sell and release, in fee simple, unto second party, its successors and assigns, the following described lands, including but not limited to, all trees, timber, shrubbery, fixtures and improvements now and hereafter thereon:

(SET FORTH HEREINBELOW AND/OR ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF)

TRACT NO. 1: ALL that certain piece, parcel or lot of land situate, lying and being in Butler Township, Greenville County, South Carolina, containing 21.9 acres, more or less, as shown on a plat of Mamie M. Smith Estate Property prepared by H. S. Brockman, RLS, on April 26, 1969, and having according to said plat the following courses and distances, to-wit:

BEGINNING at an iron pin in the center of the Batesville Road at the corner of Wayne S. Mann Property, and running thence S. 5-50 E. 268 feet to an iron pin; thence S. 17-02 W. 247 feet to an iron pin; thence S. 44-34 W. 540 feet to an iron pin; thence S. 21-15 E.516 feet to an iron pin on the bank of Brushy Creek; thence along the center of Brushy Creek as the line in a Southwestern direction as follows: S. 37-20 W. 108 feet; S. 82-50 W. 100 feet; and S. 18-15 W. 95 feet to a point; thence N. 51-30 W. 488.5 feet to an old pin; thence N. 30-04 E. 127 feet to an old pin; thence N. 9-00 W. 517 feet to an old pin; thence N. 23-00 W. 209.5 feet to an old pin; thence N. 29-30 E. 743 feet to an old nail in the center of Batesville Road; thence along the center of said Road as

For Partial Release 25.3 Acres see R.E. Mtg. Book 1247 page 659