

SOUTH CAROLINA

GREENVILLE

GREENVILLE

BOOK 1234 PAGE 455

In consideration of advances made and which may be made by James D. Ward Lender, James D. Ward Borrower, Production Credit Association, Lender, in Four Thousand Two Hundred Ninety Four Dollars and 72/100 Dollars (\$ 4,294.72), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-55, 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 Dollars (\$ 5,000.00), 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 herein. Undersigned has granted, assigned, 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 BUTLER Township, GREENVILLE County, South Carolina, containing 21.9 acres, more or less, known as the _____ Place, and bounded as follows:

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. Brogkman, 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 ft. 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 follows: S. 63-00 E. 119.7 feet; S. 69-50 E. 200 feet; and S. 72-47 E. 278 feet to the point of beginning.

TRACT NO. 2: ALL that certain piece, parcel or lot of land situate, lying and being in Chick Springs Township, Greenville County, South Carolina, containing 25.3 acres, more or less, and being shown as Lot No. 4 on a plat of W. E. Ross lands prepared by Campbell and Clarkson Surveyors, Inc. on June 18, 1969, recorded in the RMC Office for Greenville County in Plat Book 4-B at Page 125, and having according to said plat the following courses and distances, to-wit:

BEGINNING at a point on the Southwestern side of Tanager Road, at the corner of Alewine property, and running thence along the line of Alewine N. 25-00 E. 275.2 feet to a point; thence N. 72-30 E. 294.36 feet to a point; thence S. 37-30 E. 363 feet to a point on a creek; thence along the creek as the line S. 22-58 W. 1,372.8 feet to a point on Garrett property; thence along the Garrett line N. 37-30 W. 1,492.92 feet to a creek; thence along the creek as the line N. 46-14 E. 361.02 feet to a point; thence along the Alewine line S. 68-45 E. 607.2 feet to the point of beginning.

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 incurred 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 24th day of May, 1972

Signed, Sealed and Delivered in the presence of: James D. Ward (L.S.)
(James D. Ward) (L.S.)
 _____ (L.S.)
William A. Smith

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 10 PAGE 71

SATISFIED AND CANCELLED OF RECORD
 1 DAY OF Sept 1972
Elizabeth Peadar
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 3:48 O'CLOCK P. M. NO. 6767