

SOUTH CAROLINA GREENVILLE E. Z. BATH/RIDDLE

In consideration of advances made and which may be made by Boyd C. Lister and Sybil L. Lister Borrower, (whether one or more), representing THIRTY THOUSAND TWO HUNDRED NINETY-SIX DOLLARS AND 29/100 Dollars (\$ 30,296.29), (advanced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 48-55, Code of Laws of South Carolina, 1962, (1) all existing indebtedness of Borrower to Lender (including but not limited to the above described advances), as evidenced by promissory notes, and all receipts and payments thereof; (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all receipts and payments 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 FIVE THOUSAND Dollars (\$ 35,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and with 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 Olney Township, Greenville County, South Carolina, containing 19.3 & 4/100 acres, more or less, known as the \_\_\_\_\_ Place, and bounded as follows:

**Tract 1:** BEGINNING at an iron pin in the center of said road running thence with said road N. 3-45 E. 1,255 ft. to a nail and cap in the road; thence N. 61-26 E. 328 ft. to a pine tree; thence S. 38-20 E. 1,035 ft. to an iron pin; thence S. 58-30 W. 990 ft. to a stake; thence S. 64-53 W. 184.5 ft. to an iron pin in the center of the road, the BEGINNING corner, and containing an area of 16.53 acres plus 1.54 acres for roads equal to 18.07 acres, more or less. Less, however, eleven (11) lots of approx. 6.07 acres, according to plat of Terry C. Dill, Surveyor, recorded in Plat Book RRR at Page 173. ALSO, All that piece, parcel or tract of land in O'Neal Township, Greenville County, State of South Carolina, lying on the West side of Hwy. 253 and being all of Tract #1; Estate of Robert Lee Dill in Plat Book WW, page 382 recorded in the R.M.C. Office for Greenville County, S.C. containing 7-3/10 acres, with the following metes and bounds: BEGINNING corner in State Hwy. 253 located S. 11-45 W. 55 ft. from old run of Middle Beaverdam Creek at Rocky Ford and running thence Blyth Poole line N. 51-30 W. 315 ft. to iron pin on the North bank of Creek opposite mouth of branch; thence along branch as property line S. 45-W. 150 ft. thence S. 49-30 W. 300 ft; thence S. 30 W. 100 ft. to iron pin; thence S. 48 W. 71 ft. to iron pin; thence S. 76-30 E. 666 ft. over iron pin to nail in center of Hwy; thence along Hwy. N. 13-34 E. 183 ft. to old corner; thence N. 11-45 E. 237 ft. to BEGINNING corner.

**Tract 2:** ALL that lot of land located in the State of S. C. County of Greenville, about seven miles North of Greox, on the Southwest side of the Gap Creek Road, containing 45.15 acres, more or less, as shown on a survey for Boyd Lister dated October 23, 1972, by C.A. Broadway, R.L.S., to be recorded herewith, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at a nail and stopper in the center of Gap Creek Road (iron pin set back at 22 ft.), joint corner with property of Arnold McAbee, and running thence S. 32-30 W. 1,030 ft. to an iron pin; thence N. 60-41 W. 514.5 ft. to an iron pin; thence S. 30-55 W. 1,188 ft. to an iron pin at branch; thence with branch as line S. 68-31 W. 282 ft., S. 79-11 W. 111 ft.; thence leaving branch and running N. 0-11 W. 1,052 ft. to center of another branch (iron pin set back at 10 ft.); thence with branch as line N. 35-07 E. 284 ft. N. 65-11 E. 100 ft; N. 41-11 E. 300 ft, N. 37-52 E. 186 ft, N. 34-22 E. 100 ft. N. 22-10 E. 262.9 ft. to an iron pin; thence N. 42-46 E. 266 ft. to an iron pin; thence S. 45-56 E. 341 ft. to an old iron pin; thence N. 32-14 E. 224.5 ft. to a nail and stopper in center of Gap Creek Rd.; thence along and with Gap Creek Rd., S. 58-43 E. 500 ft; thence continuing said road S. 64-36 E. 307 ft. 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 bind 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 13th day of November 1972

Signed, Sealed and Delivered in the presence of:

Boyd C. Lister (Boyd C. Lister) (L.S.)

Sybil L. Lister (Sybil L. Lister) (L.S.)

Charles P. Anderson

Boyd Lister A 1973 Deed for R.E.M. Book 1262 page 02