

South Carolina, Greenville County.

In consideration of advances made and which may be made by Anderson Production Credit Association, Lender, to Herbert A. Merritt and Nannie Mae D. Merritt Borrower, (whether one or more), aggregating *****NINE THOUSAND AND NO/100 ***** Dollars (\$ 9,000.00), 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 TWENTY FIVE THOUSAND AND NO/100 Dollars (\$ 25,000.00), 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 _____ Township, _____ County, South Carolina, containing _____ acres, more or less, known as the _____ Place, and bounded as follows:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Gantt Township, on the South side of the Old Anderson Road (State Highway No. 81) and being known and designated as the front portion of Tract No. 18-A of the Property of E. R. Parker and being a portion of Dixie Farms according to plat thereof plat thereof prepared by Dalton & Neves December 1939 and recorded in the R. M. C. Office for Greenville County in Plat Book "L", at Page 5 and having, according to a plat of the Property of W. F. and Lorine Snyder prepared by Piedmont Engineering Service October 31, 1952, the following metes bounds, to-wit:

BEGINNING at an iron pin in the center of Old Anderson Road (S. C. Highway No. 81) at the joint front corner of Tracts Nos. 18 and 18-A (said point being witnessed by iron pin 28 feet on line) and running thence along the joint line of Tracts Nos. 18 and 18-A S. 35-30 E. 228.6 feet to the center of a branch (said point being witnessed by iron 10 feet on line); thence following said branch as the line N. 53-48 E. 165.2 feet to a point on the line of Tract No. 19 (said point being witnessed by iron pin 8 feet on line); thence along the joint line of Tracts Nos. 18-A and 19 N. 32-54 W 223.8 feet to a point in the center of S. C. Highway No. 81 (said point being witnessed by iron pin 28 feet on line); thence along the center of S. C. Highway No. 81 S. 55-25 W 175 feet to an iron pin at the joint front corner of Tracts Nos. 18 and 18-A, the point of beginning.

This being the same property conveyed to the grantor by deed dated February 23, 1962 and recorded in the R. M. C. Office for Greenville County in Deed Book 695, at Page 70.

As part of the consideration for this conveyance, the Herbert Merritt, / ^{RE WX} herein assumes and agrees to pay the balance due on the certain mortgage given to Home Building & Loan Association dated April 28, 1966 in the original amount of \$5,402.41 recorded in the R. M. C. Office for Greenville County in Mortgage Book 1030, at Page 5, the present balance due and owing thereon being \$5,275.55.

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 14th day of October, 1974.



Herbert A. Merritt (L.S.)
Nannie Mae D. Merritt (L.S.)

(L.S.)

Martha M. Thompson
Allie L. Miller
My Commission Expires October 15, 1978



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