FA-4 S. C. Mortgage (November, 1974) (Individual and Corporation)

THE FEDERAL LAND BANK OF COLUMBIA

STATE OF SOUTH CAROLINA)
)
County of GREENVILLE)

MORTGAGE LOAN NO. S 43-3-3459500-1

THIS INDENTURE, made this 12TH day of JANUARY, 1978, by and between Betty K. Sims

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 the laws of the United States of America, hereinafter called second party, WITNESSETH, that,

WHEREAS, first party is indebted to second party in the principal sum of Thirty-One Thousand and No/100 - - - - - Dollars ($ 31,000.00), as evidenced by a certain promissory note, of even date herewith, payable to the order of second party in Three Hundred (300) successive Monthly installments of principal, the first installment of principal being due and payable on the First day of April, 1978, 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

Fifty Thousand and No/100 - - - - - - - - -DOLLARS ($ 50,000.00), plus interest thereon, attorney's 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)

ALL that piece, parcel or tract of land situate, lying and being in Oaklawn Township, Greenville County, South Carolina, on the Northeastern side of Augusta Road (U. S. Highway 25), containing 10.64 acres, more or less, and having according to a plat of "Property of W. E. Sims" prepared by C. O. Riddle, RLS, dated February 14, 1962, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book MMM at Page 63, the following metes and bounds:

BEGINNING at an iron pin on the Northeastern edge of Augusta Road and running thence along line of land of W. E. Sims N. 60-15 E. 608.4 feet to an iron pin; thence along line of W. E. Sims land N. 38-43 E. 750.4 feet to an iron pin; thence along line of land of G. B. Nalley S. 39-26 E. 555.7 feet to an iron pin and stone; thence along line of land of Rudolph M. Stoddard and Sarah E. Stoddard Neely S. 60-43 W. 1351.8 feet to an iron pin on the Northeastern edge of Augusta Road; thence along the Northeastern edge of Augusta Road N. 40-20 W. 266.2 feet to the beginning corner. THIS being the same property conveyed to Betty K. Sims by deed of Abner Bruce Sims on 12-15-72, and recorded on that date in the RMC Office for Greenville County in Deed Book 963 at Page 92.

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