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GREENVILLE CO. S. C.

1428 (100)

South Carolina,

GREENVILLE 11 9 AM '78

In consideration of advances made and to be made by Production Credit Association, Lender to Albert R. Bates Borrower, (whether one or more), aggregating FIVE THOUSAND SEVEN HUNDRED TWENTY EIGHT & 62/100 Dollars (\$ 5,728.62 ), (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 TWELVE THOUSAND AND NO/100 Dollars (\$ 12,000.00 ), 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 35.3 acres, more or less, known as the \_\_\_\_\_ Place, and bounded as follows:

ALL that piece or tract of land North of Highlami on Cap Creek Road containing 35.3 acres according to a plat of property prepared by J.O. Bruce, Registered Surveyer, on October 30, 1954 of J.B. Bowers of Greenville County, S.C. Beginning at point Cap Creek Hard Road, said point being 1741 ft. N.W. from the Claude Bates corner running thence in North 20 West 660 ft. along said road to a point, thence S. 78-20 W. 1827 ft. to an old Stone in Oak, thence S. 61-45 S. 342 ft. to an old stone called dogwood corner, thence S. 64-50 W. 194 ft. to white flint in Jim Bates line, thence S. 15 E. 534 ft. to a stake, thence N. 78-05 E. 2412 ft. to the beginning corner.

This is the same property acquired by the grantor(s) herein by deed of Billy D. Bates and Jack M. Bates, dated 2-26-73, and recorded in the office of REC, Greenville County, Greenville, S.C. in Deed Book 968, page 280.

LESS HOWEVER 1 acre located at the Southeast corner, and being a portion of the tract described above and designated as block book number 644.2-1-17.1



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 7th day of April, 19 78.

Albert R. Bates (L.S.)  
Albert R. Bates

\_\_\_\_\_ (L.S.)

Signed, Sealed and Delivered  
in the presence of:  
Robert W. Blackwell \_\_\_\_\_ (L.S.)  
R. Louise Trammell \_\_\_\_\_ (L.S.)  
S. C. R. E. Mtee. - Rev. 8-1-63

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