

NOV 24 1970
OLLIE FARNSWORTH
R. M. C.

BOOK 1173 PAGE 495

SOUTH CAROLINA, Greenville COUNTY.

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to Edward Hovey and Mildred Carole Hovey Borrower, (whether one or more), aggregating FOUR THOUSAND EIGHTY TWO DOLLARS AND 64/100 Dollars (\$4,082.64), (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 FIFTY FIVE HUNDRED Dollars (\$5,500.00), 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 Austin Township, Greenville 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, lying and being situate in Austin Township, Greenville County, State of South Carolina, being known and designated as Lot No. 17 in the Subdivision known as Eastdale Development, plat of said subdivision being recorded in the Greenville County R.M.C. Office and being more fully described as follows:

BEGINNING at an iron pin on the east side of Drury Lane, joint corner with Lot No. 18, and running thence along line of Lot No. 18, N. 65-29 E. 202.5 feet to an iron pin; thence S. 23-15 E. 130 feet to an iron pin; thence S. 65-29 W. 199.4 feet to an iron pin on Drury Lane; thence along Drury Lane N. 24-31 W. 130 feet to the beginning corner.

This is the same property conveyed to grantor by deed recorded in Greenville County R.M.C. Office in Deed Book 742 at Page 525.

The grantees assume and agree to pay that certain mortgage held by First Federal Savings & Loan Association recorded in the Greenville County R.M.C. Office in Mortgage Book 949 at page 586 and having a balance of \$14,500.00.

Grantor herein does hereby reserve a 5 foot drainage easement over said property and extending along line between lot 17 and lot 16 as shown on the said recorded plat.

The above mentioned plat is recorded in Plat Book 00 at Page 173.

ALL that certain piece, parcel or tract of land in Greenville County, State of South Carolina, being shown and designated on plat prepared by C.O. Riddle, dated September 1969, revised November 6, 1970, and being located on the Easterly side of Burdette Road, near Simpsonville, South Carolina, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin in Burdette Road and running thence with property now or formerly, of D. W. Burdette, S. 84-59 E., 369 feet to a point; thence a new line N. 20-48 W., 486.2 feet to an iron pin in dirt road; thence N. 85-25 W., 388-8 feet to an iron pin in center of Burdette Road, passing over another iron pin, 32.1 feet back on line; thence with the center of Burdette Road, S. 21-30 E., 521.75 feet to the beginning corner.

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 whoinsoever 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 24th day of November, 1970

Signed, Sealed and Delivered in the presence of.

(W.R. Taylor)
(Louise Trammell)

Edward Hovey (L.S.)
Mildred Carole Hovey (L.S.)