

GREENVILLE CO. S. C.  
MAR 22 4 45 PM '72  
COURT HOUSE

BOOK 1226 PAGE 357

SOUTH CAROLINA, Greenville

In consideration of advances made and which may be made by  
Production Credit Association, Lender, to William C. Tolley and Rhoda B. Tolley Borrower,  
(whether one or more), aggregating FOUR THOUSAND TWO HUNDRED NINETY FOUR DOLLARS AND 72/100 Dollars

(evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 48-53, 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, attorney's 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 Saluda Township, Greenville County, South Carolina, containing 5.44 acres, more or less, known as the \_\_\_\_\_ Place, and bounded as follows:

ALL those certain tracts of land situate, lying and being in Saluda Township, Greenville County, State of South Carolina, formerly containing 10.20 acres, more or less, now containing 5.44 acres, more or less, and being described as follows:

TRACT NO. 1: BEGINNING on a poplar on a branch, and thence S. 30-00 W. 2.75 chains to a stake in a road; thence S. 54-00 W. 1.22 chains to a bend in the road; thence S. 34-00 W. 83 links to Corrie Hall's corner; thence N. 85-30 W. 2.45 chains to a stake in a road; thence N. 1-00 E. 2.34 chains to a stake; thence N. 87-30 W. 1.63 chains to a stake on the right-of-way of the G.&N. Railroad; thence with said railroad 10.28 chains to a small p.o. x 3mm; thence S. 8-30 E. 4.00 chains to a stake; thence S. 18-00 E. 2.76 chains to a stake in a branch; thence down said branch S. 39-00 E. 3.12 chains to the point of beginning, containing 3.75 acres, more or less, and conveyed to David Tolley by a deed recorded in the RMC Office for Greenville County in Deed Book 253 at Page 174.

TRACT NO. 2: BEGINNING at a point in Cox Road, and running thence N. 9-45 W. 166 feet to the right-of-way of the railroad; thence with the right-of-way N. 38-45 E. 153 feet to a stake; thence S. 9-45 E. 291 feet to a point in the road; thence with said road N. 84-10 W. 118 feet to the beginning corner, and also a small tract on the opposite side of Cox Road beginning at a poplar corner and running thence S. 32-05 W. 25 feet to an iron pin; thence N. 25-50 W. 373 feet to a sweet gum on Cox Road; thence N. 89-15 W. 25 feet to a point on the original line, and thence with said original line to the beginning corner, both tracts containing 1.0 acres, more or less, and being the same property conveyed to David and Rhoda B. Tolley by a certain deed recorded in the RMC Office for Greenville County in Deed Book 389 at Page 159.

TRACT NO. 3: BEGINNING at a nail and cap in the center of a County Road on Tollison's line, and running thence S. 25-50 E. 386.7 feet to an iron pin; thence S 32-05 W. 25 feet to a poplar on the edge of a branch; thence down said branch 200 feet, more or less, to the intersection of another branch; thence up said branch 814 feet, more or less, to the Hart line; thence with the Hart line N. 70-30 W. 17 feet to an iron pin; thence N. 19-30 E. 208.6 feet to a sourwood at a spring, running up the main branch to a springbranch, then up the springbranch to the sourwood (the bearing on this line is across the Hart property and is used only to locate the iron pin); thence S. 86-15 W. 21 feet across the main branch to an iron pin; thence S. 29-00 W. 108.9 feet to a poplar; thence N. 80-00 W. 76 feet to a nail and cap in the center of a County Road; thence with said road as follows: S. 10-15 W. 150 ft.; S. 30-15 W. 181 ft.; S. 44-00 W. 194 ft.; N. 88-20 W. 168 ft. to beginning corner containing 4.06 acres, more or less, and being the same property conveyed to David and Rhoda B. Tolley by a certain deed recorded in the RMC Office for Greenville County in Deed Book 389 at Page 159.

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 22nd day of March, 19 72

Signed, Sealed and Delivered  
in the presence of:  
W. R. Taylor  
(W. R. Taylor)  
Louise Trammell  
(Louise Trammell)  
S. C. R. E. Mts. - Rev. 8-1-63

William C. Tolley (L.S.)  
(William C. Tolley) (L.S.)  
Linda S. Tolley (L.S.)  
(Linda S. Tolley)