

SOUTH CAROLINA

Greenville

COUNTY

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GREENVILLE, S.C.
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BOOK 899 PAGE 349

In consideration of advances made and which may be made by
Production Credit Association, Lender, to Roy J. Owens of High Ridge

(whether one or more), aggregating Twenty Four Thousand, Four Hundred Twenty Five and No/100 Dollars

(evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 41-21, as amended, 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 Thirty Thousand and no/100 Dollars (\$30,000.00), 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 hereon 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 Grove Township, Greenville County, South Carolina, containing 31.45 acres, more or less, known as the _____ Place, and bounded as follows:

BEGINNING at a stake in the McMahan Hill Road and running thence, along the center line of said road, S. 66-15 E. 8.15 chains to a point; thence, continuing along the center line of said road, S. 79-15 E. 2.13 chains to a stake; thence S. 9-30, W. 24-80 chains to a point; thence N. 65-60 W. 16.65 chains to a stake; thence N. 24-00 E. 23.10 chains to the point of beginning.

LESS, HOWEVER, a portion of said tract containing 2.49 acres, more or less, having the courses and distances shown on a plat thereof prepared by Charles K. Dunn and Dean C. Edens, Surveyors, on June 29, 1962, and recorded in the R. M. G. Office for Greenville County in Plat Book "AAA" at page 147.

Said tract of land is bounded on the northwest by the 2.49 acre portion mentioned above; on the northeast by the McMahan Hill Road; on the east by other property of Roy J. Owens, described above as Tract No. 2; on the south by property of A. R. Boyce; on the west by other property of Roy J. Owens, described below as Tract No. 4, and by property of William B. Feltman and Isabel A. Feltman. This is the same property conveyed to Roy J. Owens by William B. Feltman and Isabel A. Feltman by deed recorded in the R. M. G. Office for Greenville County in Deed Book _____ at page _____.

ALSO 13.4 Acres, more or less, **BEGINNING** at a point in the western boundary of above tract described and running thence, along said boundary, S. 24-75 W. 12.95 chains to a stone, the southwestern corner of Tract No. 3; thence N. 63-50 W. 5.93 chains to a stone; thence N. 26-25 W. 7;00 chains to a point; thence north 24.75 E. 8.41 chains to a stone; thence S. 65-50 E. 11.48 chains to the point of beginning.

Said tract of land is bounded on the north by property of Williams and by property of William B. Feltman and Isabel A. Feltman; on the east by other property of Roy J. Owens, described as Tract No. 3; above, on the south by property of Davis; on the southwest by property of WILSON; and on the west by property of Williams. This is the same property conveyed to Roy J. Owens by William B. Feltman and Isabel A. Feltman by deed recorded in the R. M. G. Office for Greenville County in Deed Book _____ at page _____.

It is agreed and understood that this is a **SECOND** mortgage to the Federal Land Bank. This Mortgage is taken as additional security to the Roy J. Owens and A. K. Owens Dairy Loan

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 whatsoever 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 or herein, its successors and assigns.

EXECUTED, SEALED, AND DELIVERED, this the 11th day of August, 1962

Signed, Sealed and Delivered
in the presence of:
William J. Bryan
Walter C. Simpson

Roy J. Owens (S.)
Roy J. Owens (S.)
_____ (S.)

For Release R/W To Duke Owen Co. See Deed Book 877 Page 750