

DEC 27 4 33 PM 1965

BOOK 1015 PAGE 359

SOUTH CAROLINA GREENVILLE COUNTY.

In consideration of advances made and which may be made by BLUE RIDGE Production Credit Association, Lender, to James F. Bruner Borrower, (whether one or more), aggregating NINE THOUSAND SIX HUNDRED AND NO/100 Dollars \$9,600.00, (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-66, 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 FIFTEEN THOUSAND AND NO/100 Dollars (\$15,000.00), 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 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 Oaklawn Township, Greenville County, South Carolina, containing 101.4 acres, more or less, known as the Chandler Place, and bounded as follows:

ALL THAT CERTAIN tract of land, containing 36.4 acres, more or less, in Oaklawn Township, County and State aforesaid, at the intersection of Fork Shoals Rd. and Pelzer Rd, bounded on the North by Pelzer Rd.; on the east by Tract No. 2 described below; on the south by Fork Shoals Rd. and on the west by Pelzer Rd. Said tract of land is more particularly described according to a plat of survey prepared by Pickell and Pickell, Engineers, dated Jan. 24, 1947, which plat, recorded in the R.M.C. Office for the County and State aforesaid in Plat Book "Q" at Page 157, is by reference incorporated herein as a part of this description. Said tract of land is the identical tract described in that certain mortgage from James F. Bruner to the F.L.B., recorded in the R.M.C. Office for the County and State aforesaid on June 14, 1965 in Mortgage Book 997 at Page 509.

TRACT NO. 2: ALL THAT CERTAIN tract of land, containing 65 acres, more or less, in Oaklawn Township, County and State aforesaid, on the eastern side of Fork Shoals Rd., bounded on the north by Tract No. 1 described above; on the east by Reedy Fork Creek; on the south by lands of Ruby A. Parker and lands of Wilmer R. Gault, and on the west by Fork Shoals Rd. Said tract of land is more particularly described according to a plat of survey prepared by Pickell and Pickell, Engineers, dated Jan. 24, 1946, which plat is recorded in the R.M.C. Office for the County and State aforesaid in Plat Book "Q" at Page 157 and is by reference incorporated herein as a part of this description.

TRACT NO. 1 is the same property conveyed to the mortgagor by Claude Chandler by deed recorded June 14, 1965 in the R.M.C. Office for the County and State aforesaid in Deed Book 775 at Page 353 and the same conveyed to Claude Chandler by J.A. Chandler by deed recorded Mar. 8, 1947 in the R.M.C. Office for the County and State aforesaid in Deed Book 308 at Page 394. TRACT NO. 2 is the same property conveyed to James E. Davis and Jo Ann C. Davis by Giles D. Chandler by deed recorded Dec. 24, 1963 in the R.M.C. Office for the County and State aforesaid in Deed Book 738 at Page 504, and the same conveyed to Giles D. Chandler by J. A. Chandler by deed recorded Mar. 8, 1947 in the R.M.C. Office for the County and State aforesaid in Deed Book 308 at Page 396. Both tracts constitute a portion of the property conveyed to J. A. Chandler from H. D. Reynolds by deed recorded in said office on Feb. 6, 1909 in Deed Book "ZZZ" at page 639, from William Kellett by deed recorded in said office on Feb. 18, 1910 in Deed Book 5 at Page 688, and from Anita Earle Davis by deed recorded in said office on Jan. 30, 1914 in Deed Book 28 at Page 96.

It is agreed and understood that this mortgage is a second mortgage to the one held by The Federal Land Bank.

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 22nd. day of November, 1965.

James F. Bruner (L. S.) (James F. Bruner) (L. S.)

Signed, Sealed and Delivered in the presence of: W.R. Taylor (W. R. Taylor) Ethel C. Albersen (Ethel C. Albersen) Caroline I. Crain

Form FCA 408

Satisfied and cancelled this 5th day of January 1970. Blue Ridge Production Credit Assn. W. R. Taylor v witness Alice P. Knight

SATISFIED AND CANCELLED OF RECORD, 7 DAY OF Jan. 1970, Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:50 O'CLOCK A. M. NO. 15178