

Moultrie P.O. Box 130 Moultrie, Ga. 31768

GREENVILLE CO. S. C.

BOOK 1392 PAGE 223

South Carolina, Greenville County, THIS IS A SECOND MORTGAGE

In consideration of advances made and which may be made by Moultrie Production Credit Association, Lender, to J. Harold Miller and Frances Y. Miller Borrower, (whether one or more), aggregating One Hundred Fifty Six Thousand Five Hundred Dollars (\$ 156,500.00 ), (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 Dollars (\$ 156,500.00 ), 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 Greenville Township, Greenville County, South Carolina, containing 38.1 acres, more or less, known as the Place, and bounded as follows:

All that piece, parcel or tract of land, together with all improvements located thereon, located, lying and being in the County of Greenville, State of South Carolina, containing 38.1 acres, more or less, being shown on plat entitled Survey for Harold Miller, dated June 29, 1972, prepared by R. B. Bruce, recorded in Plat Book 45 at Page 12 in the R.M.C. Office for Greenville County, and having the following metes and bounds:

BEGINNING at an old nail and cap in the center of Golf Course Road (S. C. State Road 23106); thence with center of said Road, S 74-0 W. 273 feet to an iron pin; thence S. 74-41 W. 780 feet to a railroad spike in the center of said road; thence turning and running with Wright property (now or formerly), N. 2-29 E. 1741.0 feet to an old iron pin; thence with creek as the line, the meanders of which are N. 63-05 E. 453.9 feet to an old iron pin; thence N. 9-18 W. 122 feet to an old stone; thence N. 83-40 E. 618.6 feet to an old iron pin; thence with Gilreath and Drawdy property (now or formerly), S. 19-30 W. 554.8 feet to an old iron pin; thence S. 4-15 W. 293 feet to an old iron pin; thence S. 8-0 E. 1048 feet to a point in the center of Golf Course Road (S. C. State Road 23106), the same being the point and place of beginning. The within property was conveyed to J. Harold Miller and Frances Y. Miller by deed of Sloan Yowell Stribling III, dated July 28, 1972 and recorded in the Rmc Office for Greenville County, S.C. in deed book 950 page 380.

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 July, 1976.

[Signature] (L.S.)
Frances Y. Miller (L.S.)

Signed, Sealed and Delivered in the presence of: [Signature] (L.S.)
[Signature]

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DOCUMENTARY
SEARCHED
INDEXED
SERIALIZED
FILED
AUG 2 1976
RECORDS & CLERK
GREENVILLE COUNTY, S.C.

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