

S. C. Documentary tax stamps of .88 on note.

SOUTH CAROLINA, Greenville County.

In consideration of advances made and which may be made by Greenville Production Credit Association, Lender, to John B. and Glenda C. Hicks Borrower (whether one or more), aggregating Two Thousand One Hundred Fifty Five and 00/100 Dollars

(\$ 2155.00), (evidenced by note(s) dated Jan. 31, 19 59, hereby expressly made a part hereof) and to secure said advances, and any additional advances (not exceeding an equivalent amount) that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, all renewals and extensions thereof, and all other indebtedness now due or to become due or hereafter contracted, with interest until paid as provided in said note(s), and costs, including a reasonable attorney's fee of not less than ten per centum (10%) of the total amount due thereon and charges, as provided in said note(s) and herein, Undersigned has granted, assigned, 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 28.97 acres, more or less, known as the E. P. Waldrop place, and bounded as follows:

All that piece, parcel or tract of land located on the northwestern side of a County Road leading to Piedmont, bounded by lands of Henderson, Frank Owens and Jim Owens, and Brown, and, according to a plat made by W. J. Riddle, Sur., of the L. B. Case property, July 12, 1950, having the following metes and bounds, to-wit:

BEGINNING AT A stake on southeastern side of said County Road to Piedmont, and running thence N. 13-00 W. 59 1/4 feet to stake; thence N. 33-45 W. 1188 feet to a stone, thence N. 50-37 W. 502 feet to point, iron pin, joint corner with tract conveyed by L. B. Case to Brown; thence along Brown line, S. 48-00 W. 367 feet to point, iron pin, thence continuing with Brown line, S. 40-00 E. 1050 feet to point, iron pin; thence, continuing with Brown line, S. 39-00 W. 479 feet to point; iron pin; thence S. 40-00 E. 900 feet, crossing said County Road, to point; thence N. 66-00 E. 565 feet along line of Henderson, to the point of beginning.

Subject to easement for roadway in deed by L. B. Case to Furman P. Brown, dated Jan. 5, 1951, and recorded in Vol. 426, page 322.

Subject also, to recorded rights-of-way.

This is the tract of land deeded to John B. Hicks and Glenda C. Hicks by L. B. Case on Oct. 8, 1955 and recorded in Deed Book 536 at Page 294 on Oct. 10, 1955 in the office of R. M. C. for Greenville County, South Carolina.

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 person 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 a certain recorded crop and/or chattel mortgage executed by Borrower to Lender according to the true intent of said Chattel Mortgage and/or Crop Lien, 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, inchoo herein, then this instrument shall cease, determine and be null and void; otherwise it shall remain in full force and effect.

EXECUTED, SEALED, AND DELIVERED, this the 31st day of January, 19 59.

John B. Hicks (L.S.)
John B. Hicks (L.S.)
Glenda C. Hicks (L.S.)

Signed, Sealed and Delivered in the presence of:

W. R. Taylor
Evelyn Miller

PROBATE FOR INDIVIDUALS

SOUTH CAROLINA, Greenville County.

PERSONALLY appeared before me W. R. Taylor and made oath that he saw the within-named John B. Hicks and Glenda C. Hicks sign, seal, and as their act and deed deliver the within mortgage, and that he, with Evelyn Miller witnessed the execution thereof.

Sworn to and subscribed before me this the 31st day of January, 19 59. Evelyn Miller (L.S.) Notary Public for South Carolina.

W. R. Taylor

Evelyn Miller R. E. M. S. C. Rev. 6-1-57

Form PCA-402-A

(Continued on next page)

RECORDED AND INDEXED BY COUNTY CLERK Greenville County, S. C. Date Recorded: 1/31/59. E. J. Johnson, Notary Public.