

SOUTH CAROLINA Greenville County

## Blue Ridge

In consideration of advances made and which may be made by  
 Production Credit Association, Lender, to Borrower,  
 George E. & Arvinia Ballenger, Borrower,  
 (whether one or more), agreeing to pay to Lender, at Greenville, South Carolina, on or before the 1st day of May, 1961, the sum of One Thousand Five Hundred Dollars (\$1,500.00), plus interest thereon, at the rate of ten percent per annum, from time to time advanced, and to secure the same, in accordance with Section 45-66, as amended, Code of Laws of South Carolina, 1932, (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 hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness, notwithstanding any one time not to exceed \$1,770.00.

(4) Interest. (a) Calculated by note(s) of even date heretofore, bearing interest at six percent (6%) per annum, and to accrue, in accordance with Section 45-66, as amended, Code of Laws of South Carolina, 1932; (b) 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; (c) 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 (d) all other indebtedness of Borrower to Lender, now due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness, notwithstanding any one time not to exceed \$1,770.00, plus interest thereon; attorney's fees and court costs, 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, damages as provided in said note(s), and herein, understood as created, unearned, sold, converted and mortgaged, and by these presents (hereinafter referred to as "attorneys' fees"), to cover and protect, in fee simple unto Lender, all expenses and costs;

All that tract of land located in Greenville County, South Carolina, containing 1.14 acres, more or less, known as the Ballenger place, and bounded as follows:

All that lot of land in Orvensville Township, Greenville County, State of South Carolina, containing 1.14 acres according to a survey and plat made by W. A. Weston, April 13, 1934, and being described as follows:

BEGINNING at a sycamore tree extreme southeastern corner of said tract, at corner of Drake and Cunningham land and running thence N. 11° E. 26.30 chains to stone; thence N. 52° W. 22.27 chains to a stone; thence N. 7-30 E. 11.70 chains to 3 poplars; thence N. 11° W. 14.50 chains to a stone; thence S. 62-30 E. 17.70 chains to poplar stump; thence S. 37° W. 5.80 chains to Holly tree; thence S. 30-30 E. 7.65 chains to sycamore; thence S. 46-30 E. 7.20 chains to a stone; thence S. 35-30 E. 10.10 chains to hickory and stone; thence S. 53 E. 2.25 chains to stone; thence S. 6-30 W. 3.70 chains to poplar; thence N. 75-30 E. 11.35 chains to beginning corner.

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.

TO HYPHENATE WITH ALL AND SINGULAR THE RIGHTS, MEMBERS, HEREDITAMENTS AND APPURTENANCES TO THE SAID PREMISES BELONGING OR IN ANY WAY 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 all suitors, Underlender, 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 to Lender to the aforesaid indebtedness and shall perform all of the terms, covenants, conditions, agreements, representations and obligations contained in all instruments executed by Borrower to Lender according to the true intent of said instruments, all of the terms, covenants, conditions, agreements, representations and obligations of which are made a part hereof or 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 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 principal, interest, penalty, garnish, or otherwise, will be secured by this instrument until (1) it is satisfied of account; (2) is further undischarged and settled by Lender, at the written request of Borrower, will satisfy this mortgage whenever (3) Borrower owes no indebtedness to Lender; (4) Borrower has no liability to Lender; and (5) 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, its successors and assigns.

EXECUTED, SEALED, AND DELIVERED, this the 15th day of May, 1961.

*George E. Ballenger* (I. S.)  
George E. Ballenger

*Arvinia M. Ballenger* (I. S.)  
Arvinia M. Ballenger

Form FOA 10

Signed, Sealed and Delivered

In the presence of:

*W. H. Taylor*

*Pete Bennett*

S.C.R.B.I.G. - 10-14-44

Satisfied and Cancelled this 18 day of

July, 19 62

Blue Ridge Production Credit Association

*W. H. Ballenger*  
Sect'y-Treas.

Witness *Charles S. Smith*

SATISFIED AND CANCELLED OF RECORD  
31 DAY OF JULY 1962  
R. H. C. FOR GREENVILLE COUNTY, S.C.  
AT 10 O'CLOCK P.M. NO. 2327