

SEP 17 8 55 AM 1965

BOOK 1008 PAGE 67

SOUTH CAROLINA GREENVILLE COUNTY

In consideration of advances made and which may be made by BLUE RIDGE Production Credit Association, Lender, to Russell Q. Lewis and Shirley Ann N. Lewis Borrower, (whether one or more), aggregating EIGHT HUNDRED SEVENTY AND NO/100 Dollars \$ 870.00, (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-55, 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 HUNDRED AND NO/100 Dollars (\$ 1,500.00), 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 Austin Township, Greenville County, South Carolina, containing 55.77 acres, more or less, known as the Place, and bounded as follows:

ALL THAT PIECE, parcel or lot of land in Austin Township, Greenville County in the State of South Carolina, containing 20.27 acres, more or less, and being the remaining portion of the 32.3 acres, more or less, conveyed to M. G. Garrett by deed, recorded in Deed Book 43, at Page 98, and being described as follows:

BEGINNING at a point in S. C. Highway 417 at the southeastern corner of a tract conveyed to Lawrence A. Perry by M. G. Garrett and running thence along said Highway S. 49-35 W. 594.7 feet; thence S. 46 3/4 E. approximately 1,011.18 feet to a corner on the Clear Springs Baptist Church lot; thence with the line of said Church lot, S. 89 E. 252.12 feet to a corner; thence with said Church lot, N. 1 E. 264 feet to a point where the said Church lot joins the tract conveyed to Robert A. Hughes, et al; thence along the Hughes tract, N. 8 E. 1,119.3 feet to a point in S. C. Highway 417; thence along said Highway in a southwesterly direction, approximately 867.10 feet to the point of BEGINNING. This is the identical tract conveyed to the mortgagor herein by deed of Eunice G. Greene and Talmadge G. Garrett, dated Aug. 20th, 1965, recorded in the R.M.C. Office for Greenville County on Aug. 24th, 1965 in Deed Book 780 at page 533.

ALSO, ALL THAT lot of land in the State of South Carolina, County of Greenville, containing 35.5 acres, more or less, and being the tract of land devised to me by the Will of Tirzah P. Lewis as will appear by reference to Apartment 891, File 24 in the records of the Greenville County Probate Court, and is the identical tract conveyed to the said Tirzah P. Lewis by deed recorded in Deed Book 657, at page 406. Said tract is bounded on the South by a 33.6 acre tract owned by Norbert E. Lewis, which tract is described in a plat recorded in Plat Book RR, at page 165, and is bounded on the West and North by a creek and on the East by S. C. Highway 417.

It is agreed and understood that this mortgage is a second mortgage to the one held by the Fountain Inn Federal Saving and Loan Association.

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 16th day of September, 1965.

Signed, Sealed and Delivered in the presence of:

W. R. Taylor (W. R. Taylor) Ethel C. Alberson (Ethel C. Alberson)

Russell Q. Lewis (Russell Q. Lewis) Shirley Ann N. Lewis (Shirley Ann N. Lewis)

Form FCA 408

Satisfied and Cancelled this 4 day of

August 1967.

Blue Ridge Production Credit Association

W. R. Taylor Sec'y - Treas

Witness Ethel Alberson

SATISFIED AND CANCELLED OF RECORD

16 DAY OF August 1967 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 2:39 O'CLOCK P M. NO. 5155