

Dec 15 2 51 PM '69
OLLIE FARNSWORTH
R. M. C.

BOOK 1144 PAGE 223

SOUTH CAROLINA Greenville COUNTY

Blue Ridge

In consideration of advances made and which may be made by
Production Credit Association, Lender, to Marion I. Smith Borrower,
(whether one or more), aggregating Ten Thousand Six Hundred Seventy Seven and 28/100 Dollars

(\$ 10,677.28), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-95, Code of Laws of South Carolina, 1963, (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 Twelve Thousand Five Hundred and No/100 Dollars (\$ 12,500.00) 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 Highland Township, Greenville County, South Carolina, containing 90.3 acres, more or less, known as the Place, and bounded as follows:

All that certain lot of land in Greenville County, S. C. containing 18.4 acres, more or less, being formerly part of the D. O. McClain land, deeded me by T. H. Reid Estate. BEGINNING on iron pin, Marion Smith corner, running thence with same S 46-02 E 1286 ft, more or less to iron pin, thence N 60-31 E 301.8 ft, to point in road (iron pin reference at S60-31 W 25 ft,) thence with road, N7-41 W 120 ft, N25-00 W 390 ft, N 32-43 W 290 ft, N 28-30 W 300 ft. N 15-36 W 300 ft. N 18-45 W 230 ft. (iron pin reference at S36-30 W 18 ft,) thence leaving road, and with formerly Harold Smith line S 36-30 W 918 ft, to the beginning. For further reference plat of survey for me J.Q. Bruce registered Surveyor 5-18-1960.

All that certain parcel or tract of land situated on State Highway No. 14, about 2 miles southward from Greenville, in Highland Township, Greenville County, State of South Carolina, containing Seventy-one and nine-tenths (71.9) Acres, more or less, and having courses and distances according to survey and plat by J.Q. Bruce, Surveyor, dated December 1, 1955, as follows: Beginning in the center of the McClain Bridge over Middle Tyger River on State Highway No. 14, and running thence up the center of the river as the line the following courses and distances (courses and distances established on bank of river at convenient distances from center of stream as shown on plat): N. 30.30 W. 153.5 feet, N. 72.00 W. 200 feet, N. 70.25 W. 489 feet, N. 68.05 W. 200 feet, N. 76.35 W. 38 feet, N. 51.50 W. 138 feet, S. 37.00 W. 58 feet, N. 57.40 W. 500 feet, N. 34.10 W. 182 feet, S. 89.20 W. 300 feet, S. 46.00 W. 115 feet, N. 84.50 W. 458 feet, N. 34.50 W. 272 feet, N. 8.45 W. 85 feet, N. 49.20 W. 144 feet and N. 58.10 W. 175.5 feet to an old iron pin on Harold Smith corner on bank of river; thence leaving the river and running N. 60.00 E. 1654.5 feet to an iron pin; thence along the line of C. T. Reid's land, S. 46.00 E. 3016.2 feet and crossing State Highway No. 14 to an iron pin on abandoned road; thence along said abandoned road, S. 69.00 W. 96 feet, N. 75.55 W. 172 feet, S. 70.30 W. 187 feet and S. 88.25 W. 303 feet to the beginning corner

This is the same property conveyed to Lillian Morrow Hawkins by deed of T. E. Morrow, Recorded in Deed Book 92, page 24, R.M.C. Office for Greenville County.

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.

UNDESIGNED 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 8th day of December, 1969

Marion I. Smith (L.S.)
(Marion L. Smith) (L.S.)

Signed, Sealed and Delivered in the presence of:
James W. Hutchin
James W. Hutchin
W. R. Taylor
M. R. Taylor