

JUL 22 1971

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GREENVILLE CO. S. C.  
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OLLIE FARNSWORTH  
COURT CLERK

BOOK 1199 PAGE 484

SOUTH CAROLINA, Greenville

In consideration of advances made and which may be made by  
Production Credit Association, Lender, to John F. Day Borrower,  
(whether one or more), aggregating Fifty Eight Thousand Eight Hundred Twenty Three and 56/100 Dollars  
(\$ 58,823.56), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section  
45-53, 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 Sixty Thousand and No/100 Dollars (\$ 60,000.00), 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 60 Township, \_\_\_\_\_  
County, South Carolina, containing \_\_\_\_\_ acres, more or less, known as the \_\_\_\_\_ Place, and bounded as follows:

All that piece, parcel or lot of land situate, lying and being in the County  
of Greenville, State of South Carolina, being known and designated as Tract No.  
1, containing 20 acres, as shown on a plat of A. B. Montgomery Estate prepared  
by W. J. Riddle on March 12, 1946, and having, according to said plat, the  
following metes and bounds, to wit:

BEGINNING at a point in the center of Roper Mountain Road, running thence with  
said road, S. 54 E. 945 feet to an iron pin; running thence S. 56-35 E. 210 feet  
to an iron pin at the corner of property previously owned by Louise Montgomery;  
running thence S. 33-30 W. 1070.5 feet to an iron pin after crossing Peters  
Creek; running thence N. 70-15 W. 138.5 feet to an iron pin; thence N. 34-08 E.  
393 feet to an iron pin; thence N. 53-45 W. 1024 feet to an iron pin; thence N.  
33-30 E. 707 feet to the beginning corner.

ALSO:

All that piece, parcel or lot of land situate, lying and being on the South side  
of a road leading east from the Pelham Road in Butler Township, Greenville County  
South Carolina, containing 44.46 acres and and shown as Tract 2 on plat of the  
property of A. B. Montgomery Estate made by W. J. Riddle, March 12, 1946, and  
having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin in the center of road above mentioned at corner of  
land of J. T. Henderson and running thence with said Henderson line, S. 26-30  
W. 291 feet to a stone; thence still with said Henderson line, S. 40-0 W. 594  
feet to a stone; thence continuing with said Henderson line, S. 44-30 W. 244  
feet to a stake in center of Peters Creek; thence still with said Peters Creek  
as the line, N. 45-0 W. 483 feet to a stake in creek at corner of property of  
J. A. Holcombe; thence with said Holcombe line N. 70-15 W. 1496.5 feet to a stake  
at corner of property conveyed to L. C. Montgomery; thence with said property  
crossing Peters Creek N. 33-30 E. 1070.5 feet to a point in center of road  
above mentioned; thence with said road, S. 56-35 E. 790 feet to a point; thence  
continuing with said road, S. 61-30 E. 264 feet to a point; thence still with  
said road, S. 70-15 E. 1000 feet to the beginning corner.

SEE ATTACHED RIDER FOR ADDITIONAL PROPERTY COVERED HEREBY:

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 claim-  
ing 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 22<sup>nd</sup> day of July 1971

*John F. Day*  
John F. Day (L.S.)

Signed, Sealed and Delivered  
in the presence of:

*W. J. Riddle*  
W. J. Riddle (L.S.)