SOUTH CAROLINA, GREENVILLE NEW COUNTY.

DONNIE S. TANKERSLEY
R.M.C.

11.
In consideration of advances made and which may be made by Blue Ridge
Popold P Hermon and Frances J. Hermon
Production Credit Association, Lender, to Horizata 1. Horizata data Turney Seven Dollars & 24/100 Dollars whether one or more), aggregating FIVE THOUSAND FIVE HUNDRED TWENTY SEVEN DOLLARS & 24/100 Dollars
\$ 5.527.24 ), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure in secure in the secure of the s
coordance with Section 45-55, Code of Laws of South Calonia, 1502, and all concepts and extensions thereof. (2) all future advances that may
a to the mark to Deserving by Learner to be evidenced by promption and the contract of the con
subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all tenters of Borrower to Lender, now due or to become due or hereafter contracted, the maximum principal amount of all existing notebtedness of Borrower to Lender, now due or to become due or hereafter contracted, the maximum principal amount of all existing FORTY THOUSAND DOLLARS & NO/100 and bettedness, future advances, and all other indebtedness outstanding at any one time not to exceed a polyterinterest thereon, attorneys' fees and court costs, with interest as provided in said note(s),
the first advance and all other indebtedness outstanding at any one time not to exceed
Dollars (\$ 40,000.00), plus interest thereon, attorneys' fees and court costs, with interest as provided in said note(s),
Dollars (\$ 40,000.00), plus interest thereon, attorneys less and court base, the doubt thereon and charges as provided in 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the costs in th
and and barein Haderstoned has granted, bargained, soil, conveyed and montage
convey and mortgage, in fee simple unto Lender, its successors and assigns:

All that tract of land located in

County, South Carolina, containing 9.76 acres, more or less, known as the Place, and bounded as follows:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of S.C., County of Greenville, being a portion of the Virgil O. Roberson, Jr. Estate and being more particularly shown on a plat prepared by Charles F. Webb, RLS, dated April 21, 1973, entitled "Property of Virgil O. Roberson, Jr." and according to said plat having the following metes and bounds, to-wit:

BEGINNING at a point in the center of McKittrick Road 550 feet, more or less, North of the intersection of McKittrick Road and River Road and running thence, N. 80-38 W. 979.8 feet to an iron pin; thence then turning and running, N. 4-25 E. 147.9 feet to a stone; thence continuing, N. 4-35 E. 328 ft. to an old iron pin; thence turning and running S. 73-15 E. 1,096.93 feet to a point in the center of McKittrick Road; thence with the center of said Road, S. 20-53 W. 340 ft. to the point of beginning; containing 9.76 acres, more or less, and being a portion of the property conveyed to Mortgagor by deed of Gary A. Hawkins of even date.

This is the same property acquired by the grantor(s) herein by deed of Gary A. Hawkins, dated 6-4-73, and recorded in the Office of RMC, in Deed Book 976, page 12, in Greenville County, Greenville, S.C.



S. C. R. E. \*\*is. -- Rev. 8-1-76







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.

A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower and/or Undersigned to Lender, or a default by Borrower, and/or Undersigned under any instrument(s) constituting a lien prior to the lien of this instrument, shall, at the option of Lender, constitute a default under any one or more or all instruments executed by Borrower and/or Undersigned to Lender. In case of such default, at the option of Lender, all indebtedness due from Borrower and/or Undersigned to Lender may be declared immediately due and payable.

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 fawfully 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.

In the event Lender becomes a party to any legal proceeding (excluding an action to foreclose this mortgage or to collect the debt hereby secured), involving this mortgage or the premises described herein (including but not limited to the title to the lands described herein), Lender may secured), involving this mortgage or the premises described herein (including but not limited to the title to the lands described herein), Lender may also recover of Undersigned and/or Borrower all costs and expenses reasonably incurred by Lender, including a reasonable attorney's fee, which costs, expenses and attorney's fee when paid by Lender shall become a part of the debt secured hereby and shall be immediately payable upon demand, and shall draw interest from the date of advance by Lender until paid at the highest rate provided in any note or other instrument secured

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	November	, 19 <u>_79</u>
	(34	mall@	the work	(L. S.)
Signed, Sealed and Delivered in the Presence II:		onald P. H.	erndon Heradea)	(L. S.)
Robert W Blackwell	F	rances J.	Herndon	(L. \$.)
R. Touise Tranmell				Form PCA 402

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