

BOOK 1175 PAGE 503
Dec 15 1970 PM '70

South Carolina

Greenville

County

OLIE FARNSWORTH
R.M.C.

Blue Ridge

Postulation Credit Agreement between ROY L. Lockhart, Borrower,
and OLLIE FARNSWORTH, Lender, dated NOVEMBER 10, 1970.

\$2,000.00

In consideration of advances made and which may be made by Lender to Borrower, and to secure payment of all amounts due or to become due or hereinafter becoming due or owing to Lender by Borrower, and to secure payment of interest thereon, and all expenses and attorney's fees, (1) all sums advanced that may subsequently be made to Borrower by Lender, to be disbursed by Lender, and all amounts advanced by Lender; (2) all other indebtedness of Borrower to Lender, now due or to become due or hereinafter becoming due or owing to Lender, the principal amount of all previous advances, future advances, and all other indebtedness outstanding at any and time not to exceed \$3,000.00.

Interest shall be charged by Lender on the unpaid balance of all amounts advanced by Lender to Borrower, at a rate of six percent (6%) per annum, 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 one (10%) per centum of the total amount due thereon and charges as provided in said note(s) and herein. Undisputed but disputed, breached, sold, assigned and mortgaged, and by these presents done hereby, grant, bargain, sell, convey and transfer, in and unto Lender, the premises and rights:

All that tract of land bounded as follows: Glassy Mountain Township Greenville
County, South Carolina, containing 10 acres, more or less, known as the Pittman Place, and bounded as follows:

Roy L. Lockhart, his heirs and assigns forever, all that piece, parcel or tract of land in Glassy Mountain Township, Greenville County, South Carolina, about three miles west of Landrum, described as follows:

BEGINNING on an iron pin in line of Landrum-Oak Grove Road at the corner of Marvin Ward's land and running with Wards line about North 2-00 East 210 feet; thence about South 72-00 West 205 feet to line of J. C. Brown Estate; thence with Brown line about North 2-00 East to a branch and line of Leonard Pittman; thence with the branch the line, with Pittman line South about 40-00 East to the intersection of a ditch, at about 430 feet from State Highway 116; thence with the ditch the line, in a Southerly direction to the Landrum-Oak Grove Road; thence with the line of the road about 200 feet to the beginning point. Containing Ten (10) acres, more or less.

This is a part of the land conveyed to Fay Pittman by deed recorded in R.M.C. Office for Greenville County in Book 114 at Page 458, and is a part of Block Map No. 623, 1-1-46.

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 15th day of December 1970.

Signed, Sealed and Delivered

in the presence of:

Marvin C. Lockhart
(Marvin C. Lockhart)

Fay Pittman
(Fay Pittman)

S. C. R. E. Mfg. - Rev. 8-7-63

Roy L. Lockhart
(Roy L. Lockhart)

(L.S.)

(L.S.)

(L.S.)

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