

FILED  
GREENVILLE CO. S.C.

Nov 16 1973

South Carolina,

GREENVILLE

County.

BOOK 1295 PAGE 441

DONNIE S. TANKERSLEY

In consideration of advances made and which may be made by Blue Ridge  
Production Credit Association, Lender, to Nathan V. Johnson and Linda K. Johnson Borrower,  
(whether one or more), aggregating TEN THOUSAND THREE HUNDRED SIXTY EIGHT DOLLARS & 16/100  
(\$10,368.16), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in  
accordance with Section 45-55, 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 THIRTY FIVE THOUSAND Dollars (\$35,000.00), 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 Township, Greenville  
County, South Carolina, containing 9.4 & Lot 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 County of Greenville, State of South Carolina, containing 9.4 acres, more or less, as shown on a plat of N.V. Johnson Property prepared in November, 1973, by J.L. Montgomery, III, RLS and having according thereto, the following courses and distances:

BEGINNING at an iron pin near the center of McKinney Road at the corner of Willie Griffith Property, and running thence S. 34-44 E. 874.18 feet to an iron pin at three (3) poplars on a branch; thence along said branch as the line the following traverse lines: S. 15-30 E. 196.05 feet; S. 26-27 W. 395.34 feet; and S. 37-43 E. 152.58 feet to a nail and cap in the center of Cooper Lake Road; thence along said Road S. 42-52 W. 309.3 feet to a nail and cap; thence S. 40-20 W. 222 feet to an iron pin; thence N. 21-25 W. 116.37 feet to a nail and cap in the center of McKinney Road; thence along the center of said Road as follows: N. 4-49 E. 268.2 feet; N. 6-22 E. 103.85 feet; N. 7-54 E. 239.46 feet; N. 1-58 E. 100 feet; N. 00-40 W. 394.35 feet; N. 3-19 W. 231.77 feet; N. 8-45 W. 100 feet; N. 20-54 W. 100 feet; and N. 26-39 W. 157.6 feet to the point of beginning.

ALSO, ALL that certain piece, parcel or lot of land, with all improvements thereon or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southwestern side of Vine Hill Road, being shown and designated as Lot No. 161 on a plat of Pineforest Subdivision prepared by Dalton & Neves dated August 1959 and recorded in the R.M.C. Office for Greenville County in Plat Book QQ at Pages 106-107, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Vine Hill Road at the joint front corner of Lots Nos. 160 and 161, and running thence with line of Lot No. 160, S. 16-42 W. 150 feet to an iron pin; thence N. 73-18 W. 100 feet to an iron pin at joint rear corner of Lot Nos. 161 and 162; thence with line of Lot No. 162, N. 16-42 E. 150 feet to an iron pin in the line of Vine Hill Road; thence with line of said road, S. 73-18 E. 100 feet to the point of beginning.

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 16<sup>th</sup> day of NOVEMBER, 1973.

*Nathan V. Johnson* (L.S.)  
(Nathan V. Johnson)  
*Linda K. Johnson* (L.S.)  
(Linda K. Johnson)

Signed, Sealed and Delivered  
in the presence of:

*William C. Brewster*  
*Doris C. Brewster*

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

Form PCA 402

4328 RV-2