

23 2 59 PM  
BOYD S. TAYLOR  
DILL S.  
BOOK 1398 PAGE 438

South Carolina, GREENVILLE County.

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to Boyd C. Lister and Sybil L. Lister Borrower, S (whether one or more), aggregating FIFTEEN THOUSAND, FIVE HUNDRED AND NO/100 Dollars (\$ 15,500.00 ), (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 FORTY THOUSAND AND NO/100 Dollars (\$ 40,000.00 ), 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 O'Neal Township, Greenville County, South Carolina, containing 17 acres, more or less, known as the \_\_\_\_\_ Place, and bounded as follows:

**ALL THAT PIECE, PARCEL OR LOT OF LAND**, in O'Neal Township, Greenville County, State of South Carolina, lying on the Northeast side of Hay. #290 and being described on a plat of property of Boyd C. Lister and Sybil L. Lister in Plat Bk. 4-0, pg. 7, recorded in the RMC office for Greenville County, S.C., containing 11 acres, more or less, with the following metes and bounds: BEGINNING at the joint corner of Felix Dean Edwards Estate and the tract herein described and running thence with the Edwards line N. 82-30 E. 1,168 ft. to a stone; thence S9-20 E 623 ft. to an iron pin; thence N. 85-17 W. 290 ft. to an iron pin; thence N. 6-35 W. 45 ft. to an iron pin; thence N. 86-17 W. 617 ft. to a point in the center of Hay. 290; thence N. 44-45 W. 498 ft. along the center of said hay. to a point; thence N. 82-30 E. 35 ft. to the point of beginning. Less, however, 1.03 acres, according to plat entitled "Property of Larry B. Lister" recorded in Plat Bk. 40 at pg. 6 in the RMC Office for Greenville County, S.C.

This is the same property acquired by the grantor(s) herein by deed of Ethel C. Burry, recorded 3/4/71, Bk. 910, Pg. 55, in the RMC Office, Greenville County, S.C.

**ALSO: ALL THAT PIECE, PARCEL OR TRACT OF LAND** in O'Neal Township, Greenville County, S.C. and State of South Carolina, lying on the West side of Hay. #253 and being all of Tract #1, Estate of Robert Lee Dill in Plat Bk. WW, Pg. 382 recorded in the RMC Office for Greenville County, S.C. containing 7 3/10 acres, with the following metes and bounds: BEGINNING corner in State Hay. #253, located S. 11-45 W. 55 ft. from old run of Middle Beaverdam Creek at Rocky Ford and running thence Blyth Poole line N. 51-30 W. 315 ft. to iron pin on the North bank of Creek opposite mouth of branch; thence along branch as property line S. 45- W. 150 ft. thence S. 49-30 W. 300 ft.; thence S. 30 W. 100 ft. to iron pin; thence S. 48 W. 71 ft. to iron pin; thence S. 76-30 E. 666 ft. over iron pin to nail in center of Hay.; thence along Hay. N. 13-34 E. 183 ft. to old corner; thence N. 11-45 E. 257 ft. to BEGINNING CORNER.

This the same property acquired by the grantor(s) herein by deed of McKie F. Dill, dated 4-4-66, and recorded in the office of RMC, in Deed Book 797, Pg. 390, in Greenville County, Greenville, South Carolina.

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 18th day of May, 19 77

Boyd C. Lister (L.S.)  
Sybil L. Lister (L.S.)  
Sybil L. Lister (L.S.)

Signed, Sealed and Delivered in the presence of:  
Robert W. Blackwell  
R. Louise Trammell  
S. C. R. E. Misc. - Rev. 8-1-63

0438  
RV-2