

BOOK 40 PAGE 859

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SOUTH CAROLINA, Pickens COUNTY.

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to David F. Cooper and Phyllis J. Cooper Borrower, (whether one or more), aggregating TWELVE THOUSAND NINE HUNDRED FIFTY THREE DOLLARS AND 20/100 Dollars (\$ 12,953.20), (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 THIRTY FIVE THOUSAND DOLLARS (\$ 35,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said notes(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 notes(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 and Pickens County, South Carolina, containing .72.5 acres, more or less, known as the place, and bounded as follows:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate lying and being in the State of S.C., County of Greenville, known and designated as Lot No. 21 according to the plat made by R.E. Dalton, August, 1924, and recorded in Plat Book F, Page 246, R.M.C. Office for Greenville County. Said lot has the following metes and bounds: BEGINNING on the south side of Wilbanks St. at the corner of Lot 23; thence with Wilbanks Street N. 79-45 E. 60 ft.; thence S. 10-15 E. 156.3 ft to the joint rear corner of Lots 18, 19 and 20; thence with the rear line of Lot 20 S. 78-50 W. 60 ft. to rear corner of Lot 23; thence with Lot 23, N. 10-15 W. 157.2 feet to the beginning corner.

ALSO, ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Pickens, on waters of Daddies Creek, approx. six miles East from the Town of Pickens, containing 73.56 acres, more or less, and being more particularly described according to plat of Walter L. Davis, Surveyor, dated Feb. 7, 1959, as follows, to-wit: BEGINNING at a point in center of a surface treated road, common corner with O'Shields and the S.E. corner of the tract herein described, thence, leaving said road with line of O'Shields, North 3-15 East 15.20 chains to an iron pin; thence North 36-30 West 8.65 to an iron pin; thence North 41-30 West 14.2 to a point in Daddies Creek, the line; thence with the creek in a Southwesterly direction and following the meanders thereof 19.03 chains to a point; thence, leaving said creek, South 28 East 8.65 to a wild cherry; thence South 2 East 5.30 to a point; thence South 17 East 11.22 to a point on the Northern side of an unpaved road; thence with edge of road, South 60 East 4.43 to a point; thence South 70 East 10.34 to an iron pin at surface treated road; thence North 52-45 East 4.26 to a point in road; thence with said road North 66-30 East 1.84 to a point; thence North 78 East 5.18 with road to point of BEGINNING.

Cancelled
Donnie S. Tinkersley 4819 AUG 19 1976
RECORDING FEE PAID \$ 1.00

SATISFIED AND CANCELLED THIS
16th DAY OF Aug. 1976
BLUE RIDGE PROGRESSIVE ASSN.
R. Louise Tinkersley
A. SECCTY-TREAS
WITNESS
A. Louise Tinkersley

GREENVILLE C.C.S.C.
FILE NO. 10-10000-114-76
DONNIE S. TINKERSLEY

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 whosoever 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,

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