

SOUTH CAROLINA, Greenville

SEP 1 3 42 PM '70
COUNTY

OLLIE FABNSWORTH

In consideration of advances made and which may be made by
Production Credit Association, Lender, to John C. Barnes and Lyda W. Barnes Borrower,
(whether one or more), aggregating FOUR THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS AND 92/100 Dollars

(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), (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 SIX THOUSAND Dollars (\$6,000.00), 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 Glassy Mountain Township, Greenville County, South Carolina, containing 71 acres, more or less, known as the _____ Place, and bounded as follows:

On the head waters of the North Tyger River, adjoining the lands of D. W. Hodges, D. L. Burns and being part of the old Wm. Turner land and being more particularly described as follows:

BEGINNING on a stone, the Southeast corner of Wm. Turner land, and runs thence North 42° East (va. 4 1/2°) 145 feet to a stone; thence North 37° East 677.8 feet to a stone; thence South 72° 45' East (va. 4 1/2°) 833 feet to a stone at the place of a chestnut oak; thence North 28° East (va. 4°) 840 feet to a stone; thence North 54° East (va. 4 1/2°) 867 feet to a stone at place of pine; thence North 6° West (va. 4 1/2°) 463 feet to a stone at place of a dogwood; thence North 84° West (va. 4 1/2°) 730 feet to a stone; thence South 65° West (0° 40' va.) 2,360 feet to an iron pin in the road where the road crosses a branch; thence with the road 6 calls as follows: South 58° West 116 feet; South 28° West 50 feet; South 15° East (va. 4 1/2°) 264 feet; South 7° West (va. 4 1/2°) 171.6 feet; South 12° East (va. 4 1/2°) 66 feet; South 35° East (va. 4 1/2°) 198 feet; thence South 39° East 127 feet to a stone, corner of a sale to S. B. Turner; thence with his line North 68° East 216 feet to a stone his corner; thence with his line South 40° East 209 feet to the BEGINNING, containing 71 acres, more or less.

This conveyance is made subject to the restriction, however, that no merchantable timber is to be cut or removed from above described property until grantees shall have paid to grantors a minimum of \$4,000.00 toward the purchase of said property or shall have made permanent improvements on said property of a minimum value of \$2,000.00.

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 August, 1970

Signed, Sealed and Delivered

in the presence of:

(Louise Trammell) Louise Trammell

(W. R. Taylor) W. R. Taylor

S. C. R. E. Mfg. - Rev. 8-1-63

John C. Barnes (L. S.)

(John C. Barnes) (L. S.)

Lyda W. Barnes (L. S.)

(Lyda W. Barnes)

Form FCA 402

Satisfied and Cancelled this 18th day of

Sept. 1970

Blue Ridge Production Credit Association

W. R. Taylor
Sect'y - Treas

Witness Louise Trammell

SATISFIED AND CANCELLED OF RECORD

28 DAY OF Sept 1970

Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 3:15 O'CLOCK P. M. NO. 7515