

JULY 21, 1972

BOOK 1242 PAGE 75

SOUTH CAROLINA

CROSSING 1118

L.T. ZADOFF HODDLE

In consideration of advances made and which may be made by Lender, J.M.O. Blue Ridge

Production Credit Association, Lender, to Borrower, Russell Q. Lewis and Shirley Ann N. Lewis

Borrower,

(whether one or more), amounting THREE THOUSAND AND NO/100 Dollars

Dollars

(6,200.00)

(6,200.00), evidenced by note(s) of even date herewith; hereby expressly made a part hereof) and to secure, in accordance with Section 45-35, 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 note(s) and all renewals and extensions thereof; (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory note(s) 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 THOUSAND DOLLARS (\$30,000.00), 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 signed, 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 Austin Township, Greenville County, South Carolina, containing 20.27 acres, more or less, known as theCounty, South Carolina, containing 20.27 acres, more or less, known as the Place, and bounded as follows:

ALL THAT PIECE, parcel or lot of land in Austin Township, Greenville County in the State of South Carolina, containing 20.27 acres, more or less, and being the remaining portion of the 32.3 acres, more or less, conveyed to M.C. Garrett by deed, recorded in Deed Book 43, at page 98, and being described as follows:

BEGINNING at a point in S.C. Highway 417 at the Southeastern corner of a tract conveyed to Lawrence A. Perry by M.C. Garrett and running thence along said Highway S. 49-35 W. 594.7 ft.; thence S. 46 3/4 E. approximately 1,011.18 ft. to a corner on the Clear Springs Baptist Church lot; thence with the line of said Church lot, S. 89. E. 252.12 ft. to a corner; thence with said Church lot, N. 1 E. 264 ft. to a point where the said Church lot joins the tract conveyed to Robert A. Hughes, et al; thence along the Hughes tract, N. 89. E. 1,119.3 ft. to a point in S.C. Highway 417; thence along said Highway in a Southwesterly direction, approximately 867.10 ft. to the point of BEGINNING. This is the identical tract conveyed to the Mortgagor herein by deed of Eunice G. Greene and Talmadge C. Garrett, dated August 20, 1965, recorded in the R.M.C. Office for Greenville County on August 24, 1965, in Deed Book 780 at page 533.

A default under this instrument or under any other instrument, literature, 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.

UNDEBONDED 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 required by this or any other instrument executed by Borrower as security to the aforesaid indebtedness and shall perform all of the terms, covenants, 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 successors or assigns 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.

21st

July

19

EXECUTED, SEALED, AND DELIVERED, this the day of

Signed, Sealed and Delivered

In the presence of:

W.H. Taylor
Robert W. Dickey
 U.C.R. Miss. Rev. 8/1/63

Russell Q. Lewis
 (Russell Q. Lewis)
 (L.S.)

Shirley Ann N. Lewis
 (Shirley Ann N. Lewis)
 (L.S.)