

SOUTH CAROLINA, LAURENS AND GREENVILLE COUNTY.

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MORTGAGEE'S ADDRESS: 918 West Main St., Laurens, S. C.

AUG 9 3 03 PM '77

In consideration of advances made and which may be made by PALMETTOProduction Credit Association, Lender, to Ronald Steve Maness and Laurie R. Maness Borrower,(whether one or more), aggregating Fourteen Thousand & 00/100 Dollars(\$ 14,000.00), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure inaccordance 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 One Hundred ThousandDollars (\$100,000.00), 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:**TRACT NO. 1:**All that tract of land located in Sullivan Township, near Hickory Tavern, Laurens County, South Carolina, containing 24.2 acres, more or less, ~~known as the~~ Place and bounded as follows:

as shown on plat by S. J. B. Hill, Surveyor, dated July 8, 30, 31, 1974, recorded in Plat Book 32, Page 100, Office of the Clerk of Court, and is bounded generally as follows: Northward by property now or formerly of Willie C. Brownlee, U. S. Highway 76, and Hazel Leroy Chapman for 1483 feet, more or less; Westward by property now or formerly of Blackwell; Southward by property now or formerly of T. L. Bolt Estate for 583 feet, more or less; Eastward by property of Wilton T. Rowland, Alice T. Rowland and Hazel Leroy Chapman for 1540 feet, more or less.

BEING the same property conveyed to Ronald Steve Maness and Laurie R. Maness by deed of William George Traynham, et al, to be recorded herewith in Office of Clerk of Court, Laurens County.

TRACT NO. 2: ALL that lot of land, with buildings and improvements thereon, situate on the south side of Tebblewood Drive in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 400, Section V, Sheet one on plat of Westwood Subdivision, made by Piedmont Engineers and Architects, November 28, 1972, recorded in R.M.C. Office for Greenville County in Plat Book 4-X, Page 62, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the south side of Tebblewood Drive at the joint corner of Lots 400 and 401 and runs thence along the line of Lot 401, S. 21-25 W., 199 feet to an iron pin in the center of a creek; thence with the center of said creek as the property line, the traverse lines being as follows: S. 61-04 E., 36.85 feet to a point and N. 86-25 E., 56.59 feet to an iron pin; thence along the line of Lot 399, N. 17-22 E., 182.95 feet to an iron pin on the south side of Tebblewood Drive; thence along Tebblewood Drive, N. 72-36 W., 16.5 feet to an iron pin; thence continuing along Tebblewood Drive, N. 69-58 W., 58.5 feet to the beginning corner.

BEING the same property conveyed to Ronald S. Maness by deed of Artistic Builders, Inc., recorded February 28, 1975, in Deed Book 1015, Page 145, R.M.C. Office for Greenville County.

As to Tract No. 2, this is a second mortgage and is junior and inferior in lien to that mortgage to Farmers Home Administration in the original amount of \$22,000, recorded February 28, 1975, in Mortgage Book 1333, Page 971, R.M.C. Office for Greenville County.

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.

A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower and/or Undersigned to Lender, or a default by Borrower, and/or Undersigned under any instrument(s) constituting a lien prior to the lien of this instrument, shall, at the option of Lender, constitute a default under any one or more or all instruments executed by Borrower and/or Undersigned to Lender. In case of such default, at the option of Lender, all indebtedness due from Borrower and/or Undersigned to Lender may be declared immediately due and payable.

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.

In the event Lender becomes a party to any legal proceeding (excluding an action to foreclose this mortgage or to collect the debt hereby secured), involving this mortgage or the premises described herein (including but not limited to the title to the lands described herein), Lender may also recover of Undersigned and/or Borrower all costs and expenses reasonably incurred by Lender, including a reasonable attorney's fee, which costs, expenses and attorney's fee when paid by Lender shall become a part of the debt secured hereby and shall be immediately payable upon demand, and shall draw interest from the date of advance by Lender until paid at the highest rate provided in any note or other instrument secured hereby.

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 8th day of August, 19 77

Signed, Sealed and Delivered in the Presence of:

[Signature]
[Signature]

[Signature] (L. S.)
 Ronald Steve Maness (L. S.)
[Signature] (L. S.)
 Laurie R. Maness (L. S.)

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