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BOOK 1409 PAGE 89

South Carolina, GREENVILLE CONNIE S. TANKERSLEY
R.M.C. County.

Blue Ridge

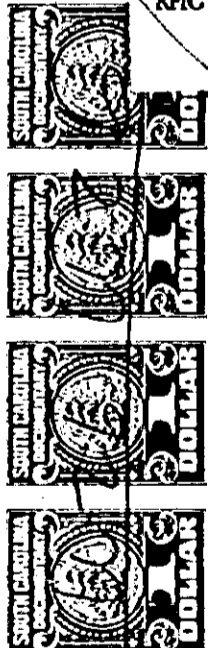
In consideration of advances made and which may be made by Production Credit Association, Lender, to Roberta S. McIntyre and Charles M. McIntyre Borrower,^S (whether one or more), aggregating FORTY THOUSAND AND NO/100 Dollars (\$ 40,000.00), (evidenced by note(s) dated 8-17-77 hereby expressly made a 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 SIXTY THOUSAND AND NO/100 Dollars (\$ 60,000.00), 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 Cleveland Township, Greenville County, South Carolina, containing 40.0 acres, more or less, known as the Hammett Place, and bounded as follows:

ALL that lot of land in Cleveland Township, County of Greenville, State of South Carolina, about 24 miles North of Greenville County Court House, on the waters of Middle Saluda River and on the Old Jones Gap Road known as the River Falls home place of the old C. G. Drake, having the following metes and bounds according to plat of J. L. Spivey property, recorded in Plat Book "X" at page 161:

BEGINNING in center of Jones Gap Road and running thence with said Road, N. 64 W. 339 feet to a pin; thence S. 30 W. 212 feet to a pin; thence N. 69-30 W. 132 feet to a pin; thence W. 70 feet to a pin; thence S. 23 W. 893 feet to a pin; thence N. 61 W. 227 feet to a persimmon on the bank of a spring branch; S. 14 W. 248 feet to a Spanish Oak; thence S. 36 W. 360 feet to a stone; thence S. 79 E. 1,036 feet to a stone; thence N. 38 E. 672 feet to a pine stump; thence N. 84 E. 255 feet to a stone; thence N. 25 E. 428 feet to a iron pin at or near spring; thence S. 67-40 E. 168 feet to center of Jones Gap Road; thence with the center of Jones Gap Road, N. 28-30 W. 140 feet to a pin in center of said road; thence with the center of Jones Gap Road 300 feet, more or less, to a substantial bend at the stone; thence further with the center of said Jones Gap Road 400 feet, more or less, to a point in the center of said road, being the point of beginning, and containing 40 acres, more or less.

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September 2, 1977, recorded in Deed Book 1064 page 185

RMC Office for Greenville County, S. C.

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 2nd day of September, 19 77.

Roberta S. McIntyre (L.S.)
Roberta S. McIntyre
Charles M. McIntyre (L.S.)
Charles M. McIntyre (L.S.)

Signed, Sealed and Delivered
in the presence of:
Frank C. Brandy
Charles Howard

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