

AUG 28 4 55 PM '72

ELIZABETH RIDDLE  
COUNTY R.M.C.

BOOK 1246 PAGE 619

SOUTH CAROLINA, Greenville

Blue Ridge

In consideration of advances made and which may be made by Production Credit Association, Lender, to Morris A. Hamby and Annette P. Hamby Borrower,

(whether one or more), aggregating TWO THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS AND 88/100 Dollars

(\$ 2,155.88), (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 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 THREE THOUSAND Dollars (\$ 3,000.00), 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 Austin Township, Greenville County, South Carolina, containing 10.3 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, State of South Carolina, near Five Forks, lying on the northern side of the road that leads from Five Forks to Bethel Church being bounded now or formerly on the north by lands of Grady Smith, on the east by lands of Tom Waters Estate, on the south by lands of D.B. Verdin and the said road and on the west by Frank Roberts, and having the following metes and bounds:

BEGINNING on a point in the above named road (iron pin on northern bank of road), D.B. Verdin's corner and running thence N. 34-00 W. 193 feet to an iron pin on the western side of a branch; thence N. 23-00 E. 165 feet to a stake; thence N. 82-30 E. 43 feet to a stake; thence N. 40-00 E. 42 feet to a stake; thence N. 26-30 E. 145 feet; thence N. 30-00 E. 93 feet to an iron pin near a tenant house of D.B. Verdin and being the joint corner of D.B. Verdin, Water's Estate and the tract being conveyed; thence with the Water's line N. 34-15 W. 363 feet to an iron pin in branch; Grady Smith's corner; thence with the Smith line S. 65-30 W. 670 feet to an iron pin on the Smith line and joint corner of the Robert's land; thence with the Robert's line S. 28-30 E. 920.5 feet to a point in the above named road (iron pin on the northern bank of the road); thence with the said road N. 47-45 E. 326.5 feet to the beginning corner, and containing 10.3 acres, more or less.

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 25th day of August, 1972

Signed, Sealed and Delivered  
in my presence of:

Robert W. Blackwell  
William I. Bouton

Morris A. Hamby (L. S.)  
Annette P. Hamby (L. S.)

(William I. Bouton)