

FILED
GREENVILLE CO. S.C.
JAN 24 1974

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to James J. Bracken Borrower, (whether one or more), aggregating FOUR THOUSAND EIGHT HUNDRED SEVENTY ONE & 26/100 Dollars (\$4,871.36), (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), 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 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 Greenville Township, Greenville County, South Carolina, containing 4.0 acres, more or less, known as the _____ Place, and bounded as follows:

ALL that certain piece, parcel or lot of land situate, lying and being on the northwestern side of the culdesac for Del Ray Circle near the City of Greenville, County of Greenville, State of S.C., and having according to a plat entitled "Survey for C.E. Robinson, Jr.", dated January 18, 1973, prepared by Carolina Engineering & Surveying Co., the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of the culdesac for Del Ray Circle at the joint corner of the premises herein described and Lot No. 48-A, Farmington Acres Subdivision, Section 2, and running thence with the line of Lot No. 48-A, Farmington Acres Subdivision, Section 2, N. 37-15 W. 155 ft. to an iron pin; thence N. 52-45 E. 207.2 ft. to an iron pin; thence N. 52-45 E. 10 ft. to center of branch; thence with the meanders of said branch as a line, the chord of which is S. 27-09 E. 157.4 ft. to an iron pin; thence S. 52-45 W. 15 ft. to an iron pin on the northwestern side of said branch at the joint corner of proposed road right-of-way; thence with the northwestern side of said proposed road right-of-way S. 52-45 W. 179.6 ft. to an iron pin at the point of beginning.

ALSO, ALL that certain piece, parcel or lot of land situate, lying and being on the southeastern side of the culdesac for Del Ray Circle near the City of Greenville, County of Greenville, State of S.C., and having according to a plat entitled "Survey for C.E. Robinson, Jr.", dated January 18, 1973, and prepared by Carolina Engineering & Surveying Co., the following metes and bounds:

BEGINNING at an iron pin on the southern side of the culdesac for Del Ray Circle at the joint corner of property designated as proposed road right-of-way and running thence with said property designated as proposed road right-of-way N. 52-45 E. 112 ft. to an iron pin; thence N. 52-45 E. 15 ft. to an iron pin in the center of branch; thence with the meanders of said branch as a line, the chord of which is S. 27-32 E. 194.1 ft. to an iron pin; thence S. 52-45 W. 15 ft. to an iron pin at the joint corner of property herein described and property now or formerly of C.E. Robinson; thence with property now or formerly of C.E. Robinson, S. 52-45 W. 190 ft. to an iron pin in the line of Lot No. 50, Farmington Acres Subdivision, Section 2; thence with the line of Lots Nos. 49 and 50, Farmington Acres Subdivision, Section 2, N. 37-15 W. 191.5 ft. to an iron pin on the
(SEE ATTACHED RIDER FOR ADDITIONAL PROPERTY COVERED.)

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 24th day of January, 1974

James J. Bracken (L.S.)
(James J. Bracken)

Signed, Sealed and Delivered
in the presence of:

Robert W. Blackwell
Louise Trammell
(Louise Trammell)
S. C. R. E. Mfg. - Rev. 8-1-63

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