

GREENVILLE S.C.
JUN 7 10 07 AM '83
DONNIE S. GERRARD
REC.

BOOK 1010 PAGE 406

SOUTH CAROLINA, GREENVILLE COUNTY.

In consideration of advances made and which may be made by Blue Ridge
Production Credit Association, Lender, to Earl L. Bayne and Lila S. Bayne Borrower(s)
(whether one or more), aggregating EIGHTEEN THOUSAND & NO/100 Dollars
(\$ 18,000.00), (evidenced by notes(s) of even date herewith, hereby expressly made a part hereof) and to secure in
accordance with Section 29-3-50, Code of Laws of South Carolina, 1976, (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 FORTY THOUSAND & NO/100
Dollars (\$40,000.00), 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 _____ Township, Greenville
County, South Carolina, containing 1.55 & 6 acres, more or less, known as the _____ Place, and bounded as follows:

ALL THAT PIECE, parcel or lot of land, with all improvements thereon, or hereafter constructed
thereon, situate, lying and being in the State of South Carolina, County of Greenville contain-
ing 1.55 Acres and being a portion of Tract one of the P.D. Roper Estate in Plat Book M, at page
41 and is also shown as a portion of the property of Walter Bayne in Plat Book EEE, page 105
and is described according to a plat of Walter L. Bayne, recorded in Plat Book LLL, page 40
and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Forestville Road at the corner of property
of Avery Batson, thence along said road S. 56-40 W. 200 ft. to an iron pin; thence N. 33-20 W.
200 ft. to an iron pin; thence N. 80-20 W. 150 ft. to an iron pin; thence N. 39-20 W. 116 ft.
to an iron pin; thence along Curtis E. Baker, N. 72-00 E. 205 ft. to an iron pin; thence S. 52-00
E. 382.2 ft. to the point of beginning and being same conveyed to us in Deed Book 841, page 329.

THIS MORTGAGE IS 2nd TO A MORTGAGE HELD BY TRAVELERS REST FEDERAL SAVINGS & LOAN ASSOCIATION.

ALSO, ALL THAT PIECE, parcel, or lot of land situate, lying and being in the County of Greenville,
in the State of South Carolina, being shown and designated as "Property of Earl L. Bayne" on a
plat prepared by Webb Surveying and Mapping Co., dated August, 1973, and according to said plat,
having the following metes and bounds:

BEGINNING at a spike in the center of Settlement Road, about 253 feet, more or less, North of
the intersection of Settlement Road and McCarroll Road, and continuing with said Settlement Road,

SEE ATTACHED RIDER FOR ADDITIONAL PROPERTY COVERED:

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise inci-
dent 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 per-
form 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 debt-
or, 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 6th day of June, 19 83
Signed, Sealed and Delivered in the Presence of:
R. Louise Trammell _____ (L.S.)
Earl L. Bayne _____ (L.S.)
Lila S. Bayne _____ (L.S.)
R. Louise Trammell _____
Paul S. Gerrard _____
R. Louise Trammell
Paul S. Gerrard

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