

SOUTH CAROLINA Greenville COUNTY

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to Harold and Waieta W. DeFreest Borrower, (whether one or more), aggregating Seven Thousand Eight Hundred Sixty One and No/100 Dollars (\$7,861.00), evidenced by note(s) of even date herewith, hereby expressly made a part hereof, and to secure the same, 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 Dollars _____

plus interest thereon, attorney's 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, conveyed, sold, conveyed and mortgaged, and by these presents does hereby, grant, bargain, sell, convey and mortgage, in fee simple with Lender, its successors and assigns:

All that tract of land located in _____ County, South Carolina, containing _____ acres, more or less, known as the _____ Place; and bounded as follows:

All that certain tract of land containing Two Hundred Twenty Seven and Ninety Hundredths (227.90) acres, more or less, situate in the Fork Shoals community of Greenville County, State of South Carolina, and bounded now or formerly as follows: On the North by lands of T. F. Chapman, Ridgeway and King; on the South by lands of John King; on the East by lands of George King Estate and by land of John and Ralph King; and on the West by land of Burns, Berry and T. F. Chapman. Said tract is made up of five parcels as shown on two plats prepared by J. Mac Richardson, R.L.S. dated January, 1955, and recorded in Plat Book 11, Page 59, and Plat Book 11, Page 59, R.M.C. Office, Greenville County, South Carolina. Said tract being conveyed to the mortgagors herein by two deeds as follows: (1) Deed of Evan D. Ginn, dated September 29, 1952 and recorded in said R. M. C. Office in Deed Book 463, Page 529; (2) Deed of Gladys B. Barber, dated September 29, 1952, and recorded in said R.M.C. Office in Deed Book 463, Page 535. The total acreage stated in said deeds is 220.5 acres, but the total acreage according to the two plats above mentioned is 227.90 acres, more or less.

This mortgage is a junior to the mortgage given to the Federal Land Bank for \$6500.00 dated Feb. 7, 1955 which is recorded in the R. M. C. Office for Greenville County, South Carolina in Book 627, Page 295.

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 cove 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 or herein, its successors and assigns.

EXECUTED, SEALED, AND DELIVERED, this the 16th day of January 1961

Harold D. DeFreest (t. s.)
Harold DeFreest (t. s.)
Waieta W. DeFreest (t. s.)
Waieta W. DeFreest

Signed, Sealed and Delivered in the presence of
W. B. Taylor
Polly Bennett
S. C. R. E. M. - Rev. 7-15-60 Form FCA 69

Subscribed and sworn to before me this 19 day of March 1961
W. R. Harubright
Charles L. Queen

RECORDED OF RECORD
29 DAY OF March 1961
Oliver Jansworth
S. C.
M. 24072

BAD COPY