

BLUE RIDGE PRODUCTION CREDIT ASSN.

Post Office Box 4966
Spartanburg, S. C. 29303

GREENVILLE CO. S. C.
Rm 922 FACE 994-21 12 03 PM '79

76 THE 474
Vol 1460 THE 320

Rm 1005 FACE 696

DONNIE S. TANKERSLEY
R.M.C.

SOUTH CAROLINA, Spartanburg & Greenville COUNTY.

FEB 21 11 18 AM '79

RECORDED
1979 FEB 20 PM
SPARTANBURG, S.C.
R.M.C.

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to James R. Davis and Barbara G. Davis (hereinafter referred to as Borrower), aggregating Sixty Thousand and No/100 is \$60,000.00, evidenced by notes of even date hereunto, hereby expressly made a part of 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 One Hundred Thousand Dollars (\$100,000.00), plus interest thereon, attorneys' fees and court costs, with interest as provided in said notes, 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 notes 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

SEE ATTACHED RIDER FOR ADDITIONAL PROPERTY COVERED HEREBY: 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 premises and premises thereto, its successors and assigns with all the rights, privileges, members and appurtenances thereto belonging or in any wise incident or appertaining.

A default under this instrument, or under any other instrument constituting a part of the terms of this instrument, shall, at the option of Lender, constitute a default under any one or more of the instruments secured hereunder by Borrower and/or Undersigned to Lender. In case of such default, at the option of Lender, all indebtedness outstanding hereunder and/or secured hereunder may be declared immediately due and payable.

UNDERSIGNED hereby warrants, his heirs, administrators and assigns to warrant and forever defend all and singular the said premises unto Lender, its successors and assigns, and assigns, his heirs, executors, administrators and assigns and all other persons whomsoever lawfully claiming or to claim an interest therein.

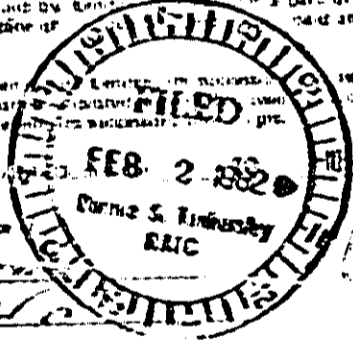
PROVIDED ALWAYS, NEVERTHELESS, that if Borrower shall pay unto Lender, its successors or assigns, the amount of indebtedness and all interest and other sums payable hereunder, this or any other instrument executed by Borrower as security to the above said indebtedness, shall perform all of the terms, covenants, conditions, agreements, representations and obligations contained in all mortgages, notes, and other instruments secured hereunder 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 express hereunder, then this instrument shall be null and void and of no effect.

It is understood and agreed that all advances hereafter, now and hereafter made or hereafter to be made by Lender, and any other present or future advances, whether made by Lender, or otherwise, will be secured by this instrument, and that Lender, at the written request of Borrower, will accept this instrument as security for all such advances, and that Lender has not agreed to make any further advances hereunder.

In the event Lender becomes a party to any legal proceeding (including any foreclosure proceeding) limited to the premises described herein, Lender may, without involving this mortgage or the premises described herein, institute legal proceedings to enforce its rights hereunder, which also includes the reasonable attorney's fee, which also includes the reasonable attorney's fee when paid by Lender, and shall be immediately payable upon demand, and shall draw interest from the date of demand, and shall draw interest from the date of demand.

This agreement shall inure to the benefit of Lender, its successors, and any successor, or agent of Lender may make a judgment of successors or agents shall be secured hereby.

EXECUTED, SEALED, AND DELIVERED in the presence of
Donnie S. Tankersley
R.M.C.
James R. Davis
Barbara G. Davis
Steven S. Wood
Form PCA 412



RECEIVED AND CANCELLED
BLUE RIDGE PRODUCTION CREDIT ASSN.
FEB 2 1979

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