

acres, more or less, according to a plat thereof made by W. J. Riddle, Surveyor, in April, 1949, and being bounded by the Pelham Road on the north, lands of H. Hoke Smith on the east, a creek on the south and on the west by T. C. Cleveland. The Riddle plat is recorded in Plat Book II, Page 7, R. M. C. Office, Greenville County and reference is here made to that plat for a more definite and particular description.

Also, all that other, piece, parcel and tract of land lying and being in Butler Township, Greenville County, South Carolina, on Rocky Creek, containing Nine and Forty-Six Hundred (9.46) acres, more or less, (17.46 acre tract less an 8 acre tract) in the aggregate and being made up of three parcels of lands as shown on the plat hereinafter referred to. One of these contains 7.80 acres, another contains 3 acres and the third contains 6.66 acres, and was conveyed to H. Hoke Smith by Larthum Durham and Lila Durham by deed dated September 23, 1954, recorded in Deed Book 509, Page 17. Described as a whole it is bounded, now or formerly, on the north by Cleveland, Rocky Creek being the line; on the east by Rocky Creek, on the south by other lands of Durham and on the west by H. Hoke Smith and prior thereto I. A. Brockman. It is fully set forth by courses and distances and metes and bounds on a plat made by C. O. Riddle, Reg. Land Surveyor, under date of November 20, 1953, recorded in Plat Book II, Page 5, with reference being thereto made for a more definite and particular description, EXCEPTED HOWEVER is an 8 acre parcel which has been conveyed out of the lands described in the said plat and is specifically described and set forth on a plat of the property of H. Hoke Smith for the Rolling Green Real Estate Company by C. O. Riddle, Reg. Land Surveyor, in March 1955, recorded in Plat Book II, Page 103. Reference is here made to that plat for a detailed description of the 8 acre parcel and reference is also made to a deed from H. Hoke Smith to the Rolling Green Real Estate Company dated March 31, 1955, recorded in Deed Book 522, Page 27.

Also, all that piece, parcel and tract of land lying and being in Butler Township, Greenville County, South Carolina, containing Sixty and Ten Hundredths (60.10) acres, more or less, and being fully set forth on a plat thereof as made by W. J. Riddle, Surveyor, dated March, 1949, with the said plat recorded in Plat Book V, Page 93 with reference being here made to that plat for a more detailed description. The said parcel of land is bounded on the north by the Greenville-Pelham Road with J. G. Yeargin lying across the road, on the east by O. E. Wilbanks, on the south by Willard Jones and on the west by H. Hoke Smith. This is the same land conveyed to J. Grady Yeargin by H. Hoke Smith by deed dated March 23, 1949, recorded in Deed Book 376, Page 305 which said parcel of land was later reconveyed to H. Hoke Smith by J. Grady Yeargin.

First party further agrees that in the event that portion of the indebtedness described in Paragraph "A" on page 1 is paid in full prior to maturity, the first installment on that portion of the indebtedness described in Paragraph "B" shall mature on November 1 of the year following such liquidation and one of the remaining installments shall be due and payable on the same day of each year thereafter until the total indebtedness secured by this instrument has been paid in full.

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 premises unto second party, its successors and assigns in fee simple forever. First party hereby binds himself, his heirs, executors, administrators, and assigns, to warrant and forever defend all and singular the said premises unto the second party, its successors and assigns, from and against first party, 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, and it is the true intent and meaning of the parties to these presents, that if first party shall well and truly pay, or cause to be paid, unto second party, its successors or assigns, the said debt or sum of money, with interest thereon as aforesaid, and shall perform all terms, conditions, and covenants according to the true intent of said note and this mortgage and any other instrument securing said note, and comply with all the provisions of the Federal Farm Loan Act and all amendments thereto, and with the rules and regulations issued and that may be issued by the Farm Credit Administration, all of which are hereby made a part hereof, then this mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and effect.

FOR THE CONSIDERATION aforesaid, first party covenants as follows:

1. First party is lawfully seized of said property in fee simple and has a perfect right to convey same; there are no encumbrances or liens whatsoever on said property except this mortgage.
2. First party will insure, and keep insured, as required by second party from time to time, all buildings now and hereafter on said land against such risks, in such form, in at least such amounts, and in such company or companies, as shall be satisfactory to second party, the loss, if any, to be payable to second party as its interest may appear, and will deliver to second party a policy or policies of insurance with mortgagee clause satisfactory to second party attached thereto, and will promptly pay when due all premiums for such insurance. At the option of first party, and subject to the regulations issued under the Federal Farm Loan Act or acts amendatory thereof or supplemental thereto, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings, and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as second party in its sole discretion may determine.