

TRACT NO. 2: All that lot or parcel of land containing 85.24 acres, more or less, in Greenville School District 355, on Keeler Mill Road (paved S. C. Highway No. 102), in Bates Township, County of Greenville, State of South Carolina, about 4 miles West of Travelers Rest and about 2 miles Southwest of U. S. Highway 276, and bounded now or formerly as follows: On the North and Northwest by Keeler Mill Road and lands of James Whitmire; on the East by lands of Sam Silvers; on the South and West by lands of A. Z. Silvers. Said tract of land is more particularly shown on a plat compiled for Norman A. Gillis, Jr., by enwright associates, Engineers, dated November 19, 1969, and is more particularly described according to said plat as follows: Beginning at an iron pin in Keeler Mill Road, corner with lands now or formerly of James Whitmire, and running thence along the Whitmire line North 72 degrees 30 minutes East 374 feet to a white oak; thence North 78 degrees East 67 feet to a white oak; thence South 83 degrees East 72.5 feet to a white oak; thence North 71 degrees 30 minutes East 1166 feet to a stone by a poplar; thence South 44 degrees East 504 feet to a stone; thence South 18 degrees 30 minutes East 1324 feet to an iron pin; thence South 77 degrees West 1654 feet to a sweet gum; thence North 27 degrees 30 minutes West 799 feet to an iron pin; thence South 81 degrees West 198 feet to an iron pin; thence South 62 degrees 30 minutes West 571 feet to an iron pin; thence North 39 degrees East 222.5 feet to an iron pin; thence North 44 degrees West 412 feet to an iron pin in the Keeler Mill Road; thence along said road North 39 degrees East 785 feet to the point of beginning. Being composed of 65.83 acres conveyed to Norman A. Gillis, Jr. by deed of Joseph Bowles, Jr. and M. D. McMullen, Jr. recorded April 6, 1963, in Deed Book 720, Page 17, R.M.C. Office for Greenville County, and 19.41 acres conveyed to Norman A. Gillis, Jr. by deed of M. D. McMullen, Jr., recorded April 6, 1963, in Deed Book 720, Page 19, R.M.C. Office for Greenville County.

This mortgage is executed in DUPLICATE, each of which shall be deemed an original, one of which is being filed for record in the Public Records of Greenville County and the other is being filed for record in the Public Records of Spartanburg County.

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 mortgage 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.
3. First party will pay, when due and payable, all taxes, assessments and other charges that may be levied or assessed against said property, and all judgments and all other amounts that may be or become a lien thereon.
4. First party will keep in good order and condition, preserve, and repair, rebuild and restore all terraces, buildings, groves, orchards, fences, fixtures, shrubbery and other improvements, of every kind and nature, now on said land and hereafter erected or placed thereon that may be destroyed or damaged by fire, windstorm or otherwise, and will not permit the change, injury or removal thereof, will not commit or permit waste on said land, and will not, except with the written consent of second party, cut, use or remove, or permit the cutting, use or removal of, any timber or trees on said land for sawmill, turpentine or other uses or purposes, except for fire-wood and other ordinary farm purposes. First party will also preserve and keep in good order and condition all trees and timber now and hereafter growing upon the said property, and will at all times properly protect the trees and timber against loss or damage by fire, all to the satisfaction of the second party.
5. First party covenants that he will not perform any act which might impair or tend to impair the continuation of the property herein described of all crop allotments and acreage allotments now established or hereafter established on any of the property herein described.