BLUE RIDGE PRODUCTION CREDIT ASSN.

Post Office Box 4966 Spartanburg, S. C. 29303

ALM 922 PAGE 9948 21 12 0891 179

DONNIE S. TAINERSI EY

CONTRACTOR OF CO

SOUTH CAROLINA, Spartanburg & Greenville COUNTY.

Production Credit Association, Lender, to whether one or more), aggregating Sixty T \$ 60,000.00), accordance with Section 45-55, Code of Laws imited to the above described advances), evide ubsequently be made to Borrower by Lender indebtedness of Borrower to Lender, now dendebtedness, future advances, and all other indebtedness (\$ 100,000.00 and costs including a reasonable attorney's fee	Inich may be made by Blue Ridge James R. Davis and Barbara G. Davis Thousand and No/100 (evidenced by note(s) of even date herewith, hereby exists of South Carolina, 1962, (1) all existing indebtedness enced by promissory notes, and all renewals and extension, to be evidenced by promissory notes, and all renewal use or to become due or hereafter contracted, the number of the contracted of not less than ten (10%) per centum of the total amed, bargained, sold, conveyed and mortgaged, and by the	pressly made a part harcof) and to secure in of Borrower to Lender (including but not ons thereof, (2) all future advances that may its and extensions thereof, and (3) all other naximum principal amount of all existing the Hundred Thousand sts, with interest as provided in said note(s), ount due thereon and charges as provided in
onvey and mortgage, in fee simple unto Lender		soo presente door norsely, grandy assignmy con-
All that tract of land located in	Township,	
Savatu South Carolina containing	acres, more or less, known as the	Place, and bounded as follows:

Tract No. 1: Spartanburg County, South Carolina

All that certain tract or parcel of land lying about one and one-half miles north of Fingerville in School District No. 1, Spartanburg County, South Carolina, a short distance south of the North Pacolet River, and lying on the west side of the Wilkins Ford Road and the east side of an unpaved county road, containing 109.8 acres, more or less, and being more particularly shown and described on the plat of a survey for James Davis by Joe E. Mitchell dated February 4, 1977, to be recorded werewith. This is a part of the property conveyed to Anthony E. Wallace by deed of John Horace McMillin, et al, dated August 9, 1976, and recorded on the same date in Deed Book 43-Y at page 412, R.M.C. Office for Spartanburg County. Reference is made to said deed and plat and the records thereof in aid of description.

This conveyance is made subject to existing rights of way and rights of way of record, including the right of way for the roads, as shown on said plat.

This is the same property conveyed to James R. Davis by deed of Anthony E. Wallace dated and recorded May 9, 1977.in Deed Book 44-P at page 721 R.M.C. Office for Spartanburg County.

Tract No. 2: Greenville, County, South Carolina

All that certain piece, parcel or tract of land located about one mile north of Gowansviller in Greenville County, South Carolina, containing 43.5 acres, more or less, and being more of particularly shown on a survey for Lula H. Fowler by W. N. Willis, Engineers, dated May 3, 1974, and recorded in Plat Book 5-L at page 16, R.M.C. Office for Greenville County, lying on the west side of Fowler Road and just north of the intersection of Fowler Road with

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 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 foremises unto Lender, its successors and assigns, from and against Undersigned, his heirs, executors, administrators and assigns and all other persons to 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 a 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 bereafter 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 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 ail 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 20	day of Pedruary	, 19 / 9
Signed, Sealed and Delivered in the Presence of:	Chris X Laws	(L. S.)
Mully K. Brown	(James R. Davis)	(L, S.)
(Martha K. Broyh)	Backera G. Davis)	(L. S.)
(Steven S. Wood)	·	rm PCA 402

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