GREENVILLE CO. S.C.

APR 18 10 41 AM '79

DONNIE S. TANKERSLEY
R.M.C.

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SOUTH CAROLINA, GREENVILLE COUNTY.

In consideration of advances made and which may be made by BLUE RIDGE Production Credit Association, Lender, to C. Charles & Dolores Ann Laico Borrower, (whether one or more), aggregating NINETEEN THOUSAND SIX HUNDRED FIFTY NINE AND 88/100----------Dollars ($19,659.88----------), (evidenced by note(s) dated 2-11-79 hereby expressly made a part hereof) 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 TWENTY TWO THOUSAND-------- Dollars ($22,000.00----------), plus interest thereon, attorneys' 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, 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:

All that tract of land located in _____ Township, GREENVILLE County, South Carolina, containing 25.12 acres, more or less, known as the _____ Place, and bounded as follows:

All that parcel or tract of land situate on the North side of White Road in Greenville County, South Carolina, containing 25.12 acres of land, more or less, and having according to a surbey and plat made by C. O. Riddle, August 31, 1978, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6T-92, the following metes and bounds to wit:

BEGINNING at a point in or near the center of White Rd, being the joint front corner of the premises herein conveyed and property formerly of the grantor herein, and thence running N. 8 - 10 W. 926 feet to an iron pin, being the joint rear corner of this tract and property now or formerly of Dennis E. B. Beason; thence N 70 - 50 E. 1,386.1 feet to an iron pin; thence S 9 - 48 E 642.74 feet along the common line with Kingswood Subdivision to an iron pin; thence along said line S. 20 - 32 W 102.76 feet to a point in or near the center of Gilder Creek; thence along a branch from said creek in a generally southerly and westerly direction, which branch is the common line of the premises herein conveyed and property now or formerly of William H. Jackson, for the following courses and distances: N 54-31-30 W. 176.37 feet to a point, thence N. 89 - 13 W. 89.7 feet to a point, thence S 62-42-30 W. 165.68 feet to a point, thence S 0-32 E. 87.15 feet to a point, thence S. 11-48 W 115.87 feet to a point, thence S. 30-01 W 46.28 feet to a point, thence S. 72-50 W 91.80 feet to a point, thence S 37-39 W 121.52 feet to a point, thence S 17-40 E. 85 feet to a point in or near the center of White road; thence in said road S. 82-41 W. 90.7 feet to a point; thence in said road S 73-31 W 100 feet to a point; thence in said road S 69-50-30 W. 534.66 feet to the point of beginning.

This being the same property conveyed by William J. Wirthlin by deed recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
APR 1979 P.B. 11218 07.38

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 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 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 all 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 17th day of April, 19 79

Signed, Sealed and Delivered in the Presence of:

C. Charles Laico (L. S.)
C. Charles Laico

(L. S.)

Dolores Ann Laico (L. S.)
Dolores Ann Laico

S. C. R. E. Mtg.—Rev. 8-1-76

Form PCA 402

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