

CO. S. C.  
DONNELL 2 56 PM '80  
GREENVILLE

SOUTH CAROLINA, GREENVILLE COUNTY.

In consideration of advances made and which may be made by Blue Ridge  
Production Credit Association, Lender, to David L. McCauley and Sylvia L. McCauley Borrower,<sup>S</sup>  
(whether one or more), aggregating THIRTY THREE THOUSAND FIVE HUNDRED DOLLARS & NO/100 Dollars  
(\$ 33,500.00), (evidenced by note(s) dated 4-21-80 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 advance(s)), 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 SIXTY THOUSAND DOLLARS  
Dollars (\$ 60,000.00), 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 Greenville Township,  
County, South Carolina, containing 1/2 Hse., Lot 26 acres, more or less, known as the 26 Place, and bounded as follows:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of  
South Carolina, C county of Greenville, known and designated as Lot 26 as shown on plat  
of Colony Subdivision made by Lindsey & Associates dated May, 1979 recorded in the RMC  
Office for Greenville County in Plat Book 7-C at page 87, reference being craved to said  
plat for a metes and bounds description.

This is the same property conveyed to the mortgagors by deed of Boyd C. Lister dated  
May 9, 1980 and recorded in the RMC Office for Greenville County in Deed/Book 1125  
at page 738.

The mortgagee's address is: PO Box 10026, Greenville, SC 29603



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 9th day of May, 19 80

Signed, Sealed and Delivered in the Presence of:  
Levi J. Palmer (L. S.)  
David L. McCauley (L. S.)  
Sylvia L. McCauley (L. S.)

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