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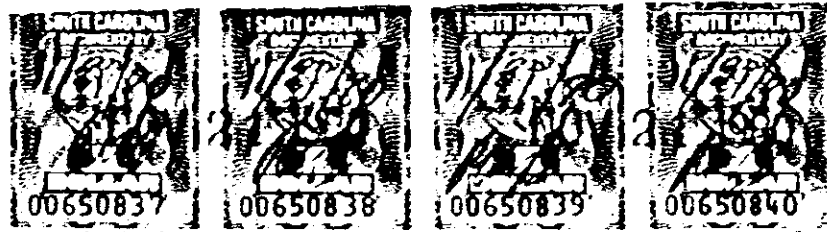
SOUTH CAROLINA, GREENVILLE COUNTY, ASLEY

In consideration of advances made and which may be made by Blue Ridge  
 Production Credit Association, Lender, to G. Lawrence Story and Kathleen H. Story Borrower, S  
 (whether one or more), aggregating TEN THOUSAND DOLLARS & NO/100 Dollars  
 (\$ 10,000.00), (evidenced by notes <sup>dated 11-14-80</sup> ~~dated 11-14-80~~ 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 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 FIFTY THOUSAND DOLLARS & NO/100  
 Dollars (\$ 50,000.00), 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 Oaklawn Township, Greenville  
 County, South Carolina, containing 21.67 acres, more or less, known as the \_\_\_\_\_ Place, and bounded as follows:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of  
 South Carolina, County of Greenville, Oaklawn Township, containing 21.67 acres, more or  
 less, as shown on plat prepared by Alvin Freeman, Reg. L.S. No. 3991, dated December 17,  
 1976, and December 21, 1976, and of record in the R.M.C. Office in Greenville County, S.C.,  
 in Plat Book 5Y, at Page 20, and according to said plat, having the following metes and  
 bounds:

BEGINNING at an iron pin on side of road and preceding S. 44.08 W. 120.2 feet to an i.p.  
 thence N. 66-01 W. 75.9 feet to an i.p.; thence N. 74-27 W. 715.8 feet to an i.p.; thence  
 S. 84-46 W. 502.0 feet to an i.p.; thence N. 37.06 W. 161.6 feet to an i.p.; thence N. 76-26  
 W. 252.0 feet to an i.p.; thence N. 27-22 W. 695.9 feet to an i.p. near the edge of unnamed  
 road; thence crossing said unnamed road and preceding S. 84-50 E. 1,088.0 feet to an i.p.;  
 thence S. 50.00 E. 275.5 feet to an i.p. near the edge of aforesaid unnamed road; thence  
 proceeding along aforesaid unnamed road, S. 48.55 E. 945.9 feet to the point of beginning.  
 Bounded on the North by lands of Hannah Douglas, on the Northeast by lands of Mary N. Tucker;  
 and on the Southeast by lands of Robert R. Barber and Lila J. Roper.  
 This being the same property conveyed to the mortgagers by deed of Dorothy C. Rowley on  
 July 3, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 1106,  
 at page 66.



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 14th day of November, 1980

Signed, Sealed and Delivered in the Presence of:

Robert W. Blackwell  
 R. Louise Trammell

G. Lawrence Story (L. S.)  
G. Lawrence Story (L. S.)  
Kathleen H. Story (L. S.)  
Kathleen H. Story

Form PCA 402

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