

SOUTH CAROLINA, GREENVILLE COUNTY, S.C. FILED APR 16 3 36 PM '81

BOOK 1537 PAGE 424

In consideration of advances made and which may be made by JAMES R. RYAN Ridge Production Credit Association, Lender, to JIMMY E. COX Borrower, (whether one or more), aggregating FOURTEEN THOUSAND & NO/100 Dollars (\$ 14,000.00), evidenced by note(s) of even date herewith, 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 FORTY THOUSAND & NO/100 Dollars (\$ 40,000.00), 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, Greenville County, South Carolina, containing \_\_\_\_\_ acres, more or less, known as the \_\_\_\_\_ Place, and bounded as follows:

ALL those certain pieces, parcels or lots of landsituate, lying and being in Cleveland Township, Greenville County, S.C., being known and designated as Lots Nos. 7 & 9 and a portion of Lot No. 8, as shown on plat of Subdivision #2 of the property of Clars Bates Turner made by Dean C. Edens, Surveyor, May, 1950, said plat being recorded in the RMC Office for Greenville County, S.C. in Plats Book PP, at Page 160, and having, according to said plat, the following metes and bounds, to-wit:

TRACT No. 7: BEGINNING at an iron pin 15 feet from the right-of-way of Greenville Water Works water line and running thence S. 35-00 E. 300 ft. to the center of Saluda River; thence with the center of said river, N. 73-00 W. 57 feet to a point; thence W. 35-00 W. 363 feet to an iron pin 15 feet from the right-of-way of Greenville Water Works water line; thence N. 87-00 E. 60 feet to an iron pin, the beginning corner.

TRACT NO. 8: BEGINNING in the right-of-way of Greenville City Water Works at joint corners of Lots 7 & 8 and running thence with the common line of said lots, S. 35 E. 363 ft. to a point in the center of South Saluda River; thence down said river S. 70 E. 89 Ft. to the joint corners of Lots 8 & 9; thence following the common line of lots 8 & 9, N.38-15 W. 465 ft. to a point in the said Greenville City Water Works right-of-way; thence following said right-of-way W. 60 ft. to the beginning corner of Lots 7 and 8. Less, however, a part of Lot 8 conveyed to Charles D. Boone, et al, by deed records in the RMC Office for Greenville County in Deed Vol. 780, at Pg. 177.

TRACT No. 9: BEGINNING at an iron pin at the joint front corner of Lots 8 & 9 and running thence with the joint line of said Lots S. 31-25 E. 318 feet and running thence N. 15-21 W. 127.5 ft.; and running thence N. 31-25 W. 176.41 ft. to an iron pin; running thence S. 87-00 W. 40 ft. to the point of beginning.

This is the same property conveyed to the Mortgagor by Deed of Oxford Enterprise, and recorded April 7, 1981 in the RMC Office for Greenville County, in Deed Book 1145, at Page 793.

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 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 4-3 day of April, 19 81. Signed, Sealed and Delivered in the Presence of: [Signatures] (L.S.) Jimmy E. Cox (L.S.)

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