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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 Benny L. Thompson Borrower,
 (whether one or more), amount of THIRTEEN THOUSAND & NO/100 Dollars
 (\$ 13,000.00) evidenced by note(s) dated 4-17-82 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 THOUSAND & NO/100
 Dollars (\$ 20,000.00), 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 Highland Township, Greenville
 County, South Carolina, containing 6.23 acres, more or less, known as the _____ Place, and bounded as follows:

ALL that piece, parcel or tract of land situate near Mush Creek Baptist Church in Highland
 Township, Greenville County, State of South Carolina, and being shown on a plat of survey
 prepared by T. Craig Keith on January 25, 1982, and recorded in the RMC Office for Greenville
 County at Plat Book 8-X, Page 75, and having according to said plat, the following metes and
 bounds:

BEGINNING at an iron pin on the western side of Mush Creek Road at the joint corner with
 property now or formerly of Howard and running thence across Mush Creek Road N. 86-00 E.
190.1 feet to an old iron pin; thence N. 85-34 E. 898.65 feet to an iron pin; thence S. 23-24
W. 282.15 feet to an iron pin; thence S. 79-37 W. 775.0 feet to an iron pin in the center of
Mush Creek Road; thence with the Road N. 34-36 W. 380.0 feet to the point of beginning.

This is the same property acquired by the grantor(s) herein by deed of Josephine T. Jones
 dated 5/3/82 and recorded in the office of the RMC in Deed Book 1166, page 505, in
Greenville County, Greenville, S.C.



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 3rd day of May, 1982

Signed, Sealed and Delivered in the Presence of:
Robert W. Blackwell (L. S.)
Benny L. Thompson (L. S.)
P. Joyce McCarroll (L. S.)

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