

SOUTH CAROLINA, GREENVILLE COUNTY, S.C.

SPRINGFIELD
FEB 22 1984
Blue Ridge

In consideration of advances made and which may be made by Production Credit Association, Lender, to N. C. Poe, Jr. and Heather H. Poe Borrowers (whether one or more), aggregating FIFTEEN THOUSAND NINE HUNDRED & NO/100 (\$ 15,900.00), (evidenced by notes, dated 2-14-84, hereby expressly made a part hereof) and to secure in accordance with Section 29-3-50, Code of Laws of South Carolina, 1976, (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 SEVEN FIVE THOUSAND & NO/100 Dollars (\$ 75,000.00), 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, _____ County, South Carolina, containing 5.0 acres, more or less, known as the _____ Place, and bounded as follows: ALL that certain piece, parcel or tract of land, located, lying and being in the County of Greenville, State of South Carolina, containing 5.0 acres, more or less, as shown on plat entitled "Survey for Nelson C. Poe, Jr. and Heather H Poe", dated February 4, 1982, prepared by W. R. Williams, Jr., Engineer/Surveyor, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the centerline of the right-of-way of Edwards Road (said point being 1700 ft., more or less, from Talley Bridge Road) and at the joint front corner of the within described tract and property now or formerly of Wilson Farms and running thence along the joint line of said tracts N. 53-18 W., 822.5 ft. to a point at the joint rear corner of the within described tract and property now or formerly of Wilson Farms and in the line of property now or formerly of Harris; thence running along the joint line of the within described tract and said property now or formerly of Harris N. 46-26 E., 160.0 feet to a point at the joint rear corner of the within described tract and property now or formerly of Poe; thence running along the joint line of said tracts S. 67-21 E., 833.6 ft. to a point in the centerline of the right-of-way of Edwards Road; thence running along the centerline of said right-of-way S. 18-03 W., 125.0 feet to a nail and cap; thence continuing along said right-of-way S. 42-33 W., 139.5 ft. to a nail and cap; thence continuing along said right-of-way S. 57-27 W., 110.0 ft. to a point in the centerline of the right-of-way of Edwards Road, the point and place of beginning.

This is a portion of the property conveyed to the Mortgagors herein by deed of Walker Properties, a General Partnership, recorded in the Greenville County RMC Office in Deed Book 1113 at Page 420 on October 11, 1979.

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 16th day of February, 1984

Signed, Sealed and Delivered in the Presence of:
Frank Bridwell (LS)
R. Louise Drummell (LS)
N. C. Poe, Jr. (LS)
Heather H. Poe (LS)

400
11801

0930

4328-RV-2