**CREENVILLE** 

200x 1447 HAS 835

68 FASE 414

SOUTH CAROLINA, In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to James A. Hyatt and Donna T. Hyatt (\$ 4,000,00 ), (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

| Company | Dollars | Company | Dollars | D

Dorars 15 , plus interest thereon, attorneys' fees and court costs, with interest as provided in said lota(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 Place, and bounded at follows: 0.76 acres, more or less, known as the County, South Carolina, containing

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville and being shown on a plat of property of James A. Hyatt and Donna T. Hyatt, prepared by Jones Engineering Service on August 22, 1977 and having, according to said plat, metes and bounds, to-wit:

BEGINNING at a point in the center of Old Saluda Dam Road, old iron pin located 17.6 ft. from the center of the road, and running thence S. 68-23 E. 213 ft. to an iron bin; thence turning and running S. 12-00 E. 99 ft. to an iron pin; thence running S. 19-00 E. 50 ft. to an iron pin; thence turning and running N. 70-44 W. 292.2 feet to a point in the center of Old Saluda Dam Road; thence running along the center of Old Saluda Dam Road, N. 25-11 E. 32.8 feet to a point; thence running N. 15-35 E. 100 ft. to the point of beginning.

This is the same property acquired by the grantor(s) herein by deed of Johnny He Hyat Cand Sharon K. Hyatt, dated May 18,1978, and recorded in the office of RMC in Deed Book 1979, at page 481 in Greenville County, Greenville, S.C.

TO ETHER with all and singular the rights, members, hereditaments and appurtenances TO HAVE AND TO HOLD all and singular the said lands and premises unto Lender, its successors and assigns with all the rights, primembers 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 Lendy, 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 psyable.

UNDERSIGNED hereby binds himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the salid 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 soms 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 all of the terms, covenants, conditions, agreements, representations and obligations contained in all mortgages executed by Borrower to Lender