

GREENVILLE COUNTY, SOUTH CAROLINA

FOR THE PURPOSES OF THIS INSTRUMENT, THE PARTIES HERETO SHALL BE KNOWN BY THE FOLLOWING NAMES:

THE TRUSTED RIGHT OF FIRST REFUSAL, THREE DOLLARS AND 96/100

ALL that piece, parcel or tract of land, together with buildings and improvements, containing 85.75 acres, more or less, on the Southern side of Daventon Church Road in Tax District 20, Dumkin Township, Greenville County, South Carolina, also lying on the Eastern and Western side of the Thompson Road, bounded now or formerly as follows: North by the Daventon Church Road, East by lands of John S. Kellett, South by a branch, and J.W. Thompson, and West by P.J. Tripp and A.L. Campbell, said tract of land being more particularly described according to a plat of the Property of the Estate of James Scott made by W.M. Nash, Surveyor, dated December 8, 1940, and recorded September 3, 1941 in the RMC Office for Greenville County, S.C. in Plat Book L, page 111, which plat is herein incorporated by reference as a part of this description.

SAID lands are the identical lands described in that certain deed from J.B. King to Kenneth Adger Coker dated April 15, 1963, recorded April 16, 1963, in the RMC Office for Greenville County, S.C., in Deed Book 720, page 371.

LESS, AND EXCEPT one (1) acre thereof conveyed by J.B. King to J.R. King at the Northwestern corner thereof by deed dated February 14, 1949, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 373, page 461, being more particularly described as follows: BEGINNING at a point in the center line of the Daventon Church Road at the Northwesternmost corner of the above described 85.75 acre tract and running thence with the center line of said road, N. 76 3/4 E., 3.16 chains to a point; thence S. 1-35 W., 3.16 chains to a point; thence S. 76 1/2 W., 3.16 chains to a point on the line of property now or formerly owned by P.J. Tripp; thence along the line of said property, N. 1 W., 3.16 chains to the beginning corner.

A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower to Lender shall at the option of Lender constitute a default under any one or more, or all instruments executed by Borrower to Lender. 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. 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. 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 1st day of March, 1971.

Arthur S. Bond (L.S.)

Signed, Sealed and Delivered in the presence of: W.R. Taylor