

SOUTH CAROLINA GREENVILLE County

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to James R. Mann Borrower,

(whether one or more), aggregating FORTY TWO THOUSAND FOUR HUNDRED NINETEEN AND NO/100 Dollars (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-53, 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 SEVEN THOUSAND FIVE HUNDRED Dollars (\$ 47,500.00 ), 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 136.2 acres, more or less, known as the Place, and bounded as follows:

BEGINNING at an iron pin in the center of a County Road N. 15-15 E., 3,124 feet along property now or formerly of B. F. Lindley, Nettie Chandler, and W. E. Cason and Sara F. Bennett; thence along property now or formerly of J. B. Leet, the following courses and distances: S. 7-55 E. 430 feet, thence S. 22-35 E., 380 feet; thence S. 83-30 E., 109 feet; thence S. 27-20 E. 246 feet; thence S. 68-35 E. 180 feet to a point in line of property now or formerly of T. P. Chandler; thence with the property now or formerly of T. P. Chandler, Ella L. King and D.A. King, S. 60-35 W. 3,204 feet to a point in the center line of said County Road, the beginning corner, said property containing 92.2 acres, more or less. R. J. McDavid Farm, shown by plat, dated 9-16-1919 by W. N. Willis, recorded in plat book "E", Page 196, RMC Office, Greenville County.

ALSO, ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being shown on a Plat entitled Property of Oak Shores, dated August 10, 1967, by Carolina Engineering and Survey Company recorded in the R.M.C. Office for Greenville County in Plat Book 000, at Page 155, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Southwestern side of Fork Shoals Road and running thence along the line of property now or formerly belonging to A. C. Rodgers S. 49-37 W. 1,696.7 feet to Reedy Fork Creek; thence following the line of the creek, the traverse line of which is N. 17-45 W. 134 feet; thence N. 30-45 W. 360 feet to a point; thence N. 50-40 W. 419 feet to a point; thence N. 71-15 W. 136 feet more or less to a point; thence leaving Reedy Fork Creek and running thence N. 41-45 E. 2,460 feet to a point on Fork Shoals Road; thence running along Fork Shoals Road S. 12-30 E. 1,000.6 feet to a point joint corner of property conveyed herein and property of Deward A. Darnell and Carolyn A. Darnell; thence running along the Darnell property line and the property of the grantor herein S. 72-19 W. 500 feet to a point; thence running S. 40-45 W. 200 feet to a point; thence running S. 12-30 E. 250 feet to a point; thence running N. 40-45 E. 200 feet to a point; thence running N. 72-19 E. 500 feet to a point on the Southwest side of Fork Shoals Road; thence running along Fork Shoals Road S. 12-30 E. 268.9 feet to the point of beginning.

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 12th day of May, 1972

Signed, Sealed and Delivered in the presence of: Robert O. Coussley

James R. Mann (L.S.)