

John King tract shown on a plat hereinafter referred to the line, lands of Carl and Nora Jordan Tripp, lands of Robert Sullivan, Robert E. Scott and the James Scott estate. Said tract is all of the land lying within the boundaries pencilled in red on a plat of the property of E. M. Blythe prepared by Dalton and Neves in October of 1937 and, also, all of the 7.34 acre tract designated on said plat as the F. M. Davenport tract. The said plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book MM, page 97. The major portion of the tract of land shown on the mentioned plat and designated the John King lands and which lie without the red pencilled line on the plat (west of the branch running through said lands) were conveyed to Paul Evans by Anna H. Blythe who acquired the entire tract from her husband, E. M. Blythe, Sr., with the property to be covered hereby being all of that conveyed to Joseph A. McCullough by Bernard H. Blythe, Lauriston H. Blythe and the Peoples National Bank of Greenville, S. C. as Executor and Trustee by deed executed concurrent herewith, and with a portion of the proceeds of this loan being used to pay the purchase price. It is intended that the properties here covered are to include all of the lands remaining of the estates of E. M. Blythe, Sr. and Anna H. Blythe even though some portions be not included within the red line boundaries as shown on the plat with special reference being here made to the parcel of 7.34 acres which is designated on the plat as the F. M. Davenport tract and which is included herein.

Subject to the right to cut and remove timber measuring not less than 5½ inches in diameter, 12 inches from the ground, located on the said 416 acre tract, provided said timber is to be cut and removed before October 1, 1960.

First party further agrees that in the event that portion of the indebtedness described in Paragraph "A" on page 1 is paid in full prior to maturity, the first installment on that portion of the indebtedness described in Paragraph "B" shall mature on August 1 of the year following such liquidation and one of the remaining installments shall be due and payable on the same day of each year thereafter until the total indebtedness secured by this instrument has been paid in full.

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 premises unto second party, its successors and assigns in fee simple forever. First party hereby binds himself, his heirs, executors, administrators, and assigns, to warrant and forever defend all and singular the said premises unto the second party, its successors and assigns, from and against first party, 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, and it is the true intent and meaning of the parties to these presents, that if first party shall well and truly pay, or cause to be paid, unto second party, its successors or assigns, the said debt or sum of money, with interest thereon as aforesaid, and shall perform all terms, conditions, and covenants according to the true intent of said note and this mortgage and any other instrument securing said note, and comply with all the provisions of the Federal Farm Loan Act and all amendments thereto, and with the rules and regulations issued and that may be issued by the Farm Credit Administration, all of which are hereby made a part hereof, then this mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and effect.

FOR THE CONSIDERATION aforesaid, first party covenants as follows:

1. First party is lawfully seized of said property in fee simple and has a perfect right to convey same; there are no encumbrances or liens whatsoever on said property except this mortgage.
2. First party will insure, and keep insured, as required by second party from time to time, all buildings now and hereafter on said land against such risks, in such form, in at least such amounts, and in such company or companies, as shall be satisfactory to second party, the loss, if any, to be payable to second party as its interest may appear, and will deliver to second party a policy or policies of insurance with mortgagee clause satisfactory to second party attached thereto, and will promptly pay when due all premiums for such insurance. At the option of first party, and subject to the regulations issued under the Federal Farm Loan Act or acts amendatory thereof or supplemental thereto, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings, and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as second party in its sole discretion may determine.