

All that tract of land with all buildings and improvements thereon, located in Redville Township, Spartanburg County, State of South Carolina, containing approximately 11 acres, more or less, and being located about four miles South from Greer, being bounded on the North by J. T. Massengale, et al., on the East by L. Jones, South and West by lands formerly of S. J. Hendrix Estate and being the Southern portion of the same tract of land conveyed to J. T. and G. D. Massengale by the Federal Land Bank of Columbia, S.C., on December 2, 1940, recorded in the RMC Office for Spartanburg County, S. C., in Deed Book 9-W, at page 347, and having the following metes and bounds;

BEGINNING on an iron pin in a Road and on the L. Jones line, at a point 200 feet 8 inches from the joint corner of L. Jones and J. T. and G. D. Massengale and thence with the Jones land, S 20-00 W, 1069 feet to a corner just South of a branch; thence N 38-45 W, 290.5 feet to a stone North of the same branch; thence N. 5-45 E, 357.7 feet to a stone thence N. 23-30 E, 264.7 feet to a stone; thence N 56-10 W, 726 feet to a stone; thence N. 56-10 W, 726 feet to a stone; thence N 43-45 E 446 feet to an iron pin in the center of the above mentioned road; thence with the center of the said road, S 31-30 E, 633 feet to the beginning corner and containing 13.50 acres, more or less, less 2.47 acres sold. This being the same property conveyed to D. C. Price by deed of G. D. Massengale dated January 1, 1961; and recorded in the RMC Office for Spartanburg County, S. C., in the Deed Book 26 Q, at page 295.

IT BEING UNDERSTOOD AND AGREED between the parties hereto that this mortgage is junior and second to that Note and Mortgage of J. C. Price to U.S.A. acting through FHA, dated Dec. 22, 1961, amount of \$17,000.00, rec. Spartanburg Co. RMC Book 533 page 556; Greenville Co. RMC Book 877 page 393.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said

Master Feed & Grain Co., its Successors ----- ~~Heirs~~ and Assigns forever.

And I, or we, do hereby bind my self, my Heirs, Executors and Administrators, to warrant and forever defend all and singular the premises unto the said Master Feed & Grain Co., ----- its Successors ----- ~~Heirs~~ and Assigns, from and against my self, my 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 I, or we, the said D. C. Price

do and shall well and truly pay, or cause to be paid unto the said Master Feed & Grain Co.

the said debt, or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Note or Bond, and Conditions thereunder written, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue. AND IT IS AGREED, by and between the said parties, that I, or we, the said mortgagor, shall hold and enjoy the said Premises until default of payment or breach of the conditions hereof shall be made.

And the mortgagor shall and will pay all taxes or assessments, State, County or Municipal, as levied, assessed or charged against the property hereby mortgaged, as soon as the same shall become due and payable, or upon failure so to do, all such taxes, assessments, costs or penalties may be paid by the mortgagee, and same shall be secured by this mortgage, and the failure of the mortgagor to pay the same when due shall be a breach of the condition of this mortgage, and the Note or Bond which it secures.

AND IT IS AGREED, that should legal or foreclosure proceedings be begun for the collection of any indebtedness hereby secured, the said mortgagee, his Heirs, Executors, Administrators, or Assigns, shall have the right to have a Receiver appointed to take charge of and collect the rents and profits of the within described premises, with the usual powers and duties of Receivers, and the expenses thereof shall be secured by this mortgage, and such rents and profits are hereby pledged as additional security to said indebtedness.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor, his ----- Heirs, Executors, Administrators, or Assigns shall and will forthwith insure the house and buildings on the said lot, in an amount satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the Policy of Insurance to the said Mortgagee, his Executors, Administrators, or Assigns; and in case he or they shall at any time neglect or fail so to do, then the said Mortgagee, his Executors, Administrators, or Assigns, may cause the same to be insured in his own name, and reimburse himself for the premium and expense of such insurance under the mortgage.

WITNESS my Hand and Seal this 15<sup>th</sup> day of August in the year of our Lord one thousand nine hundred and eighty-three and in the one hundred and eighty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

*Mawra R. Rice*  
*Gene A. Grasso*

*D.C. Price* (L. S.)

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