

APR 14 11 23 AM 1965

SOUTH CAROLINA, GREENVILLE COUNTY, OLIVE RIDGE NORTH

In consideration of advances made and which may be made by OLIVE RIDGE Production Credit Association, Lender, to W. B. Kellett and A. B. Sims Borrower, (whether one or more), aggregating SIX THOUSAND THREE HUNDRED FIFTY NINE AND NO/100 Dollars

(\$ 6,359.00), (evidenced by note(s) of even date herewith, heroby 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 EIGHT THOUSAND FIVE HUNDRED & NO/100 8,500.00, 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 Dunklin Township, Greenville County, South Carolina, containing 111 acres, more or less, known as the Kellett Place, and bounded as follows:

ALL THAT PIECE, PARCEL or lot of land in Dunklin Township, Greenville County, State of South Carolina, on Little Horse Creek, branch waters of Reedy River, about twenty-one miles from the city of Greenville and about ten miles from Palsar, on the Daventon Church Road, having the following metes and bounds, according to a plat made by W. M. Nash, and dated October 30, 1912, to-wit: BEGINNING at a stone on a spring branch in the hole left by the stump of an ash 3x mm and running thence along line of land of D. Snipes, S-15 degrees W. 20.70 chains to a stone; thence S. 83 3/4 degrees E. 2.03 chains to a stone; thence S. 7 3/4 degrees W. 15 chs. along line of land of Campbell to a stone on; thence S. 81 1/3 degrees W. 25.80 chs. along line of W. Va. Pulp and Paper Co.; thence N. 7 3/4 degrees E. along lines of J. Walker Thompson, deceased, 36.53 chs. to a stone on; thence N. 82 degrees 10' E. along line of land of estate of James Scott, deceased, 19.90 chs. to a natural stone, marked "Y" on the spring branch first above mentioned, thence down said spring branch in a general easterly direction following the meanders thereof in a line about 5.36 chs. to the BEGINNING corner, containing ninety acres, more or less.

ALSO, ALL THAT CERTAIN TRACT of land situate, lying and being in Dunklin Township, County of Greenville, State of South Carolina, originally containing one hundred and forty eight acres (148) more or less, now containing only seventeen (17) acres, more or less, (the remainder having been deeded to W. Va. Pulp and Paper Co. in 1957), bounded by Horse Creek, Mrs. J. S. Kellett, Estate of John Campbell, C. E. Daventon, and W. Va. Pulp and Paper Co. It being the same tract of land conveyed to John A. Horton by Mrs. Dora Snipes January 5, 1920. Said deed being of record in Office of R. M. C. for Greenville County in Vol. 66, at page 67. Said land was conveyed by John A. Horton to P. C. Stokes January 6, 1920. Said deed is of record in Office of R.M.C. for Greenville County in Vol. 66, at page 68.

See attached rider for additional property covered.

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 advances 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 10th day of March, 1965

Signed, Sealed and Delivered in the presence of: Jack E. Mathison (Jack E. Mathison)

W. B. Kellett (L. S.) (W. B. Kellett) A. B. Sims (L. S.) (A. B. Sims)

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 7 PAGE 128

SATISFIED AND CANCELLED OF RECORD DAY OF March 19 72 Ollie Jamieson R. M. C. FOR GREENVILLE COUNTY, S. C. AT 3:15 O'CLOCK P M. NO. 29504

For Subordination Agreement see R. E. M. Book 1149 Page 557. The Subordination Agreement see R. E. M. Book 1064 Page 335