

SOUTH CAROLINA, Greenville

JAN 15 1 02 PM '70

Blue Ridge

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to D. J. O'CONNOR BORROWER

(whether one or more), aggregating Fourteen Thousand One Hundred Twenty Five and No/100 Dollars (\$14,125.00)

(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 Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00)

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 Oaklawn Township, Greenville County, South Carolina, containing 101.4 acres, more or less, known as the Place, and bounded as follows:

All that piece, parcel or tract of land situate, lying and being at the intersection of Fork Shoals Road and Pelzer Road, Oaklawn Township, County of Greenville, State of South Carolina, containing 36.4 acres, more or less, and having, according to plat thereof prepared by Pickell & Pickell Engineers, dated January 24, 1947, recorded in the RMC Office for Greenville County, South Carolina in Plat Book Q, Page 157, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the intersection of Fork Shoals Road and Pelzer Road, and running thence along Pelzer Road, N 56-02 E, 1155 feet to nail and cap in said road; thence continuing along Pelzer Road, N 58-26 E, 412.5 feet to a stake on the Northern side of said road; thence continuing along the Northern side of said road, N 77-26 E, 414.8 feet to a stake thence S 1-30 W, 168 feet to a stake; thence S86-05 E, 1012 feet to a stake; thence S 50-30 W, 1051 feet to a stake; thence N 54-00 W, 500 feet to an iron pin; thence S 46-30 W, 1340 feet to a nail and cap in Fork Shoals Road; thence along Fork Shoals Road, N 42-15 W, 793 feet to the beginning corner.

ALSO ALL that piece, parcel or tract of land situate, lying and being on the East side of Fork Shoals Road, Oaklawn Township, County of Greenville, State of South Carolina, containing 65 acres, more or less, and having, according to plat thereof prepared by Pickell & Pickell, Engineers, dated January 24, 1946, recorded in the RMC Office for Greenville County, South Carolina in Plat Book Q, Page 157, the following metes and bounds, to-wit:

BEGINNING at a nail and cap point on Fork Shoals Road 793 feet from Pelzer Road, and running thence N 46-30 E, 1340 feet to an iron pin; thence S 54-00 E, 500 feet to a stake; thence N 50-30 E, 1051 feet to a stake; thence S 86-05 E, 630 feet to a stake on bank of Reedy Fork Creek; thence with Reedy Fork Creek (the center line of said creek being the property line) to a maple on bank of said creek; thence S 73-26 W, 507 feet to a stake; thence N 26-55 W, 688.2 feet to a stake; thence N 64-38 W, 414.5 feet to an iron pin; thence N 12-00 W, 100.5 feet to an iron pin; thence S 65-08 W, 1080 feet to an iron pin; thence S 32-45 W, 371.5 feet to an iron pin; thence S 65-00 W, 294 feet to a nail cap on Fork Shoals Road; thence along said road, N 42-15 W, 700 feet 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 way 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 way 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 the 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 5th day of January 1970

D. J. O'Connor (L.S.)

Signed, Sealed and Delivered in the presence of: James B. Stewart, Joseph A. McWhorter