

TRACT NO. 2: A tract of land containing 24.18 acres lying on the northern fork of Saluda River and according to survey and plat made by W. P. Morrow, Surveyor, dated December 30, 1948, which is recorded in Plat Book "VVI" Page 75, is bounded on the north by lands now or formerly of Talley and North Saluda River; on the east by Talley lands and Cox lands; on the south by Cox lands and on the west by Cox lands and the North Saluda River. It is the same parcel of land as was conveyed to Marvin H. Rice by Mrs. Annie Fee and Mrs. Grace Cox by deed recorded in Deed Book 374, Page 353.

TRACT NO. 3: Another tract of land containing 25 acres, more or less, which is fully described by courses and distances and metes and bounds on the plat made by T. T. Dill under date of February 1947, subsequently amended and being that portion of the land shown on said plat which lies on the northeastern side of the plat and on the southern side of the Mill Road. It is bounded by lands now or formerly of Henry Cook on the north, other lands of Marvin Rice (Tract No. 1 above) on the east, R. L. Rice and other lands shown on the Dill plat on the south and other lands as shown on the Dill plat on the west; the said lands having been cut out of a 55 acre parcel so designated on the Dill plat. It is the same land which was conveyed by Robert Lee Rice unto Marvin H. Rice by deed dated April 7, 1952, recorded in Deed Book 492, Page 306. The Dill plat which fully describes the land by courses and distances and metes and bounds is recorded in Plat Book II at Page 179.

TRACT NO. 4: A tract of land containing 25.70 acres, more or less, shown on a plat of survey made by W. A. Hester, Surveyor, on December 20, 1919, for E. E. McKinney, said tract having the courses and distances shown on the aforesaid plat which is duly recorded in the RMC Office for Greenville County in Plat Book "SSS" at Page 392, and being the same property conveyed to Marvin H. Rice by a certain deed recorded in Deed Book 555 at Page 336. This tract is bounded by lands now or formerly of Marvin H. Rice on the north and east; by lands of J. L. Davis on the south; and by lands of John M. Hart and Guy F. Rice on the west. Reference is here made to the record of the four (4) plats heretofore referred to for a more definite and particular description of the four several parcels of land.

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, successors 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, successors 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 total indebtedness secured hereby, with interest thereon as aforesaid, and shall perform all terms, conditions, and covenants according to the true intent of said note, any other instrument above referred to and this mortgage and any other instrument securing said note or other instrument above referred to, 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 mortgage 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.
3. First party will pay, when due and payable, all taxes, assessments and other charges that may be levied or assessed against said property, and all judgments and all other amounts that may be or become a lien thereon.
4. First party will keep in good order and condition; preserve, and repair, rebuild and restore all terraces, buildings, groves, orchards, fences, fixtures, shrubbery and other improvements, of every kind and nature, now on said land and hereafter erected or placed thereon that may be destroyed or damaged by fire, windstorm or otherwise, and will not permit the change, injury or removal thereof, will not commit or permit waste on said land, and will not, except with the written consent of second party, cut, use or remove; or permit the cutting, use or removal of, any timber or trees on said land for sawmill, turpentine or other uses or purposes, except for firewood and other ordinary farm purposes. First party will also preserve and keep in good order and condition all trees and timber now and hereafter growing upon the said property, and will at all times properly protect the trees and timber against loss or damage by fire, all to the satisfaction of the second party.
5. First party covenants that he will not perform any act which might impair or tend to impair the continuation on the property herein described of all crop allotments and acreage allotments now established or hereafter established on any of the property herein described.
6. Time is of the essence of the above recited note, of this instrument and of any other instrument secured hereby. If first party fails to comply with any covenant, condition or agreement in this instrument or in the said note or in any