

1971

GREENVILLE, SOUTH CAROLINA

Know all men by these presents that I, the undersigned, for and in behalf of the undersigned, do hereby certify that the following is a true and correct copy of the original instrument as the same appears in the records of the County Clerk of Greenville County, South Carolina, to-wit:

Greenville

That certain piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, containing 36.15 acres, more or less, as shown on plat of property of Bryan D. Jones, made by C. O. Biddle, Surveyor, April 1953, recorded in the RMC Office for Greenville County in Plat Book CC, Page 130 and having, according to said plat, the following meter and bounds, to-wit:

BEGINNING at an iron pin in bridge and in center of county road leading to Greenville and Batesville, joint corner of property of M. L. Smith; thence with Smith line N. 11-04 E. 93.7 feet to an iron pin and stone, corner of property of L.C. Smith; thence with L.C. Smith line N. 3-30 W. 544 feet to a sweetgum; thence with J.C. Hood line N. 28-53 W. 9.3 feet to an iron pin; thence S. 66-02 W. 719 feet to an iron pin, corner of property of Irby (Irby) Vaughn; thence with line of Irby Vaughn S. 2-38 E. 1,599.3 feet to an iron pin in center of first mentioned road; thence with center of said road, N. 72-07 E. 532.5 feet to an iron pin; thence still with center of said road, N. 68-44 E. 211 feet to an iron pin; thence still with center of said road, N. 62-14 E. 393 feet to an iron pin, 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 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 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 the 9th day of Dec., 1971.

J. Henry Chapman (L.S.)
J. Henry Chapman (L.S.)

Signed, Sealed and Delivered
in the presence of
W. R. Taylor
(W. R. Taylor)
J. D. Dismell
(L.S.)