[illegible] Borrower,

[illegible] FIVE AND 96/100 Dollars

[illegible] (10%) per centum of the total amount due thereon and charges [illegible] and mortgaged, and by these presents does hereby, grant, bargain, [illegible]

All that piece, parcel or lot of land in Dunklin Township, Greenville County, State of South Carolina, [illegible] Township, Greenville

[illegible] 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 (21) miles from the City of Greenville and about ten (10) miles from Pelzer, on the Davenport 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 3 x nm 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 om; 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 om; thence N. 82 degrees 10' E. along line of land of Estate of James Scott, deceased, 19.90 chs. to a natural stone, marked "X" 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 (90) 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 (148) acres 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. Davenport, 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 RMC for Greenville County in Vol. 66, at Page 67. Said land was conveyed by John A. Horton to P. C. Stokes on January 6, 1920. Said deed is of record in Office of RMC 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 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 19th day of May, 1972.

J. H. Kellett (L. S.)

J. H. Kellett (L. S.)

Emma L. Kellett (L. S.)

Emma L. Kellett

Signed, Sealed and Delivered in the presence of:

Robert W. Blackwell

(Robert W. Blackwell)

(W. R. Taylor)

S. C. R. E. Mtge.—Rev. 8-1-63

Form FCA 404