

FA-4 S. C. Mortgage (June, 1972) (Indy) 4-20 PM '73

THE FEDERAL LAND BANK OF COLUMBIA

BOOK 1282 PAGE 395

STATE OF SOUTH CAROLINA)

County of Greenville)

MORTGAGE LOAN NO. S 193-538/539

THIS INDENTURE, made this 27th day of December, 1972, by and between Ralph Bailey, Jr., Ben K. Norwood, Jr. and C. Victor Pyle, Jr., as Trustees under that certain trust agreement dated April 15, 1967, by and between said Trustees and Rex L. Carter, et al; and Ralph Bailey, Jr., Ben K. Norwood, Jr., C. Victor Pyle, Jr. and Rex L. Carter, Julian Hunt and Albert Q. Taylor, Jr. hereinafter called first party, whether one or more, and The Federal Land Bank of Columbia, of Columbia, S. C., a corporation organized, chartered and existing pursuant to the laws of the United States of America, hereinafter called second party, WITNESSETH, that,

WHEREAS, first party is indebted to second party in the principal sum of Sixty Thousand and no/100 ----- Dollars (\$60,000.00), as evidenced by a certain

promissory note, of even date herewith, payable to the order of second party in Twenty-Five (25) successive Annual installments of principal, the first installment of principal being due and payable on the First day of December, 1974, with interest from date of said note payable as and at the rate(s) provided in said note, all of which and such other terms, conditions, and agreements as contained in said note will more fully appear by reference thereto, which note is made a part of this mortgage to the same extent as if it were set out in extenso herein, which said note is secured by this mortgage.

This mortgage also secures (1) all existing indebtedness of first party (or of any one or more of the parties designated herein as first party) to second party (including but not limited to the above described note) evidenced by promissory notes or any other instruments, and all renewals, reamortizations, extensions, deferrals or other rearrangements thereof, together with interest thereon as provided therein, (2) all future advances that subsequently may be made to first party (or to any one or more of the parties designated herein as first party with the written consent of the remainder of said parties) to be evidenced by promissory notes or any other instruments, and all renewals, reamortizations, extensions, deferrals or other rearrangements thereof, together with interest thereon as provided therein, said future advances, if any, to be made solely at the option of second party, and (3) all other indebtedness of first party (or of any one or more of the parties designated herein as first party) to second party now due or to become due or hereafter contracted, and all renewals, reamortizations, extensions, deferrals or other rearrangements thereof, together with interest thereon as provided for, THE MAXIMUM PRINCIPAL AMOUNT OF ALL EXISTING INDEBTEDNESS, FUTURE ADVANCES, AND ALL OTHER INDEBTEDNESS OUTSTANDING AT ANY ONE TIME NOT TO EXCEED

Eighty One Thousand

DOLLARS (\$81,000.00)

plus interest thereon, attorney's fees, court costs, and any advances necessary for the protection of the security or title thereto, such as, but not limited to, advances for taxes and insurance premiums, all of which are secured by this mortgage. It is understood and agreed by all parties hereto that the execution by first party and the acceptance by second party of any notes, renewal notes or other instruments, or the agreement by second party to any reamortizations, extensions, deferrals or other rearrangements as contemplated in this paragraph or elsewhere herein shall not be construed as payment of any indebtedness hereby secured (whether or not, among other changes in terms, the interest rate or rates remain the same and/or time for payment is thereby extended or lessened), and shall not discharge the lien of this mortgage which is to remain in full force and effect until the total indebtedness secured hereby has been paid in full. All notes or other instruments contemplated in this paragraph or elsewhere herein shall remain uncanceled and in possession of second party, its successors and assigns, until the total indebtedness hereby secured is paid in full.

NOW, KNOW ALL MEN, that first party, in consideration of the debt as evidenced by the above described note, and for better securing the payment thereof to second party, according to the terms of said note, and the performance of the conditions and covenants herein contained, and to secure any other indebtedness contemplated in the paragraph next above or elsewhere herein, and also in consideration of the sum of One Dollar to first party in hand paid by second party, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, in fee simple, and by these presents does grant, bargain, sell and release, unto second party, its successors and assigns, the following described lands, including but not limited to, all trees, timber, shrubbery, fixtures and improvements now and hereafter thereon:

(SET FORTH HEREINBELOW AND/OR ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF)

All that certain tract of land, containing 158.05 acres, more or less, known as the "Harper Farm", in Oaklawn Township, School District #110 of Greenville County, State of South Carolina, on Woodville Road about .6 miles from its intersection with U. S. Highway #25; Bounded now 61' formerly as follows: North by lands of Creamer; South by Woodville Road; East by lands of King; and West by lands of Martin; said tract of land being more particularly described according to plat prepared by H. G. Bailey, Surveyor, in 1920, of record in Plat Book T, pages 468 and 469, as follows:

BEGINNING at a rock at the corner where this land adjoins the Woodside and McDevitt tracts, being the southwest corner of said property and running thence North 16 degrees 30 minutes West, 1035 feet to a rock; thence North 15 degrees 15 minutes West, 1122 feet to a red oak, thence