

GREENVILLE CO. S.C.
JAN 23 3 14 PM '74
GONNIE S. THOMPSON
R.M. COUNTY SLEY

1300 337

South Carolina, GREENVILLE

Blue Ridge

D & D Enterprises, a General Partnership, & as partners, etc.
Production Credit Association, Lender, to John M. Dillard & N. Dean Davidson, Individually Borrower,

(whether one or more), aggregating TWENTY SIX THOUSAND FIVE HUNDRED FIFTY SIX & 64/100 Dollars (\$ 26,556.64), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-55, 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 FORTY THOUSAND Dollars (\$ 40,000.00), 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 Butler Township, Greenville County, South Carolina, containing 25 acres, more or less, known as the _____ Place, and bounded as follows:

ALL that piece, parcel or tract of land, together with all buildings and improvements thereon, situate, lying and being on the northern side of the Roper Mountain Road in Butler Township, Greenville County, S.C. being shown and designated as Tract No. 3 containing 25.0 acres, on a plat of the property of Charles C. Thomason Estate made by J. Mac Richardson, Surveyor dated December, 1952 recorded in the RMC Office for Greenville County, S.C. in Plat Book Y, page 110 and having according to said plat, the following metes and bounds, to-wit:
BEGINNING at a point in a nail and cap in or near the center line of Roper Mountain Road at the corner of Tract No. 2 now a part of Deerwood Farms, and running thence with the center of Roper Mountain Road, S. 87-58 W., 676.5 ft. to a nail and cap in the center of said road; thence along the line of Deerwood Farms, (Tract No. 4), N. 13-14 W. 569 ft. to an iron pin in or near a stream; thence with the center line of said stream as the line, the following courses and distances, to-wit: S. 83-06 W. 259.8 ft. to a stake and N. 46-54 W. 474.4 ft. to the intersection of said branch with Rocky Creek; thence with Rocky Creek as the line and following the center line thereof, the Traverse line being N. 8-16 E. 500.3 ft. to a nail in a wooden bridge (now gone); thence with the center line of a now abandoned farm road and running thence with the line of Tract 5 owned by McKinney, the following courses and distances: S. 74-46 E. 135 ft. to a point, N. 82-22 E. 180 ft. to a point, S. 77-45 E. 230 ft. to a point and N. 82-53 E. 230 ft. to an iron pin; thence with the line of Tract Nos. 2 and 5, S. 23-05 E. 1,457.6 ft. to a nail and cap, the beginning corner.
ALSO: ALL the right, title and interest of the Grantor in and to all streams, creeks and roadways adjoining the above described property. The above described property is the same conveyed to the Grantor by deed of Annie C. Thomason recorded in the RMC Office for Greenville County, S.C. in Deed Book 503, page 259 and is hereby conveyed subject to utility rights of ways and easements of public record and actually existing on the ground affecting said property.
D & D Enterprises is a General Partnership organized and existing under the laws of the State of S.C. pursuant to an Agreement between the partners therein of even date herewith and title to the above described property is hereby taken in the name of said partnership pursuant to said agreement and pursuant to the Uniform Partnership Act of the State of South Carolina.

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 11th day of January, 1974.

D & D Enterprises, a General Partnership
BY: John M. Dillard (L.S.)
(John M. Dillard)
AND: N. Dean Davidson (L.S.)
(N. Dean Davidson) (Individually and as partners doing business under the (L.S.) firm name and style of D&D Enterprises.)

Signed, Sealed and Delivered
in the presence of:
Barbara J. Gray
Ernestine J. Baker

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