

25, 1964, recorded in Plat Book 48, at Pages 152-154, R.M.C. Office for Spartanburg County, and being more particularly described as follows: BEGINNING at a nail in the center of Ridge Road, at corner of 3.5 acre tract owned by Claude Emory Bishop, and running thence North 39 degrees 10 minutes West 23 feet to an old nail in the Ridge Road; thence with center of Ridge Road North 56 degrees 05 minutes West 712.2 feet to a nail; thence North 52 degrees 10 minutes West 327.8 feet to a nail; thence North 38 degrees 58 minutes West 271.4 feet to an iron pin on edge of Ridge Road; thence continuing with edge of Ridge Road North 41 degrees 10 minutes West 233 feet to an iron pin; thence North 38 degrees 55 minutes East 425 feet to an iron pin on the East side of "Clark Road"; thence South 61 degrees 10 minutes East 535 feet to an iron pin; thence South 85 degrees 30 minutes East 405 feet to an iron pin; thence North 89 degrees 32 minutes East 175 feet to an iron pin; thence South 8 degrees 43 minutes West 268.7 feet to an old stone; thence South 6 degrees 53 minutes West 786 feet to the beginning corner. This being the same property conveyed to Elizabeth Bishop Tiller and Frances Bishop Wray by deed of W.C. Bishop, recorded in Deed Book 30-V at Page 101 in the R.M.C. Office for Spartanburg County.

This mortgage is executed in duplicate, both of which shall be deemed originals, one of which is being filed for record in the public records of Spartanburg County and one of which is being filed for record in Greenville County.

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 Farm Credit Act of 1971 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 mortgagee 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 Farm Credit Act of 1971 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 reamortization, renewal, deferment, or extension agreement, or in any other instrument secured hereby, second party may, at its option, exercise any one or more of the following rights, powers, privileges, and remedies:
 - (a) Perform any one or more of the covenants of first party in this instrument, in the said note, and in any other instrument secured hereby, and all amounts advanced by second party in doing so shall be due and payable by first party to second party immediately without notice, and shall be secured by this instrument, and shall bear interest from the date of advance by second party at the highest rate provided in any note or other instrument secured hereby.
 - (b) Declare all amounts secured by this instrument immediately due and payable without notice.
 - (c) Proceed immediately to foreclose this mortgage, and pursue such other remedies as may be authorized by law.

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