

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to Wilton R. Kirby, Borrower, (whether one or more), aggregating ELEVEN THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS (\$11,275.00), evidenced by notes of even date herewith, hereby expressed as 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), plus interest thereon, attorneys' fees and court costs, with interest as provided in said notes, 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 notes 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 Dunklin Township, Greenville County, South Carolina, containing 11.9 acres, more or less, known as the \_\_\_\_\_ Place, and bounded as follows:

ALL that piece, parcel or tract of land located, lying and being in Dunklin Township, Greenville County, State of South Carolina, lying on the eastern side of Dunklin Bridge Road (S.C. Highway No. 456) and containing 11.9 acres, more or less, according to plat made by F.E. Ragsdale, R.L.S., dated January 21, 1974, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Dunklin Bridge Road (S.C. Highway No. 456) the same being the joint corner of property now or formerly belonging to M.E. Sims, and running thence N. 83-45 E. 524.5 feet to a corner in Anna Thomason Branch; and running thence with said branch, which is the line, the following traverses: S. 16-30 E. 19.0 feet; S. 62-30 E. 27.3 feet; S. 31-00 E. 67.2 feet; due South 40.0 feet; S. 30-30 E. 26.5 ft; S. 66-00 E. 44.3 ft; S. 42-15 E. 71.5 ft; S. 22-45 W. 60 ft; S. 41-15 E. 35.9 ft; N. 73-00 E. 22.0 ft; S. 03-45 W. 60.9 ft; N. 70-00 E. 67.5 ft; N. 85-00 E. 35.5 ft; N. 42-00 E. 29.3 ft; S. 76-30 E. 70.6 ft; S. 43-30 E. 124.4 ft; N. 35-30 E. 53.0 ft; S. 48-30 E. 37.0 ft; S. 20-00 E. 60.0 ft; N. 29-30 E. 54.0 ft; to a corner in said branch; thence leaving said branch and running N. 52-00 W. 792.0 ft; to a point in the center line of Dunklin Bridge Rd. (S.C. Hwy. #456); and running thence along said road N. 31-38 W. 1,072.6 ft; to a point, the beginning corner. The above described property is bounded on the north by property now or formerly owned by M.E. Sims, on the east by property now or formerly of Rufus Armstrong and Anna E. Thomason, on the south by property now or formerly of the West Virginia Pulp and Paper Co., and on the east by Dunklin Bridge Rd. (S.C. Hwy. #456), and is a portion of the same property conveyed to John P. Kirby and Clarice S. Kirby by deed of M.E. Sims, dated February 5, 1951, and recorded in the FMC Office for Greenville County, S.C. in Deed Book 422 at Page 419.

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 or receded. 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 12th day of August, 1975

Wilton R. Kirby (L.S.) (Wilton R. Kirby)

Signed, Sealed and Delivered in the presence of:

Louise Drammell (L.S.)

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