

October 15, 1948, and recorded in the public records of Greenwood County in Deed Book 80, at Page 238, and by Deed from M. C. Willard, Jr. to R. Brooks Scurry and Jack C. Scurry containing 1.93 acres, more or less, dated July 23, 1970, and recorded in the public records of said County in Deed Book 222, at Page 62.

LESS AND EXCEPT FROM TRACT J, 5.50 acres, more or less, thereof conveyed by Jack C. Scurry to R. Brooks Scurry by Deed dated June 26, 1972, and recorded in the public records of Greenwood County, S. C., in Deed Book 235, at Page 43, and being described as follows: 5.50 acres, more or less, as will appear by reference to the plat thereof made by Hearst Coleman & Associates, Engineers, dated December 20, 1971, and recorded in the said public records in Plat Book 21, at Page 128. The said tract is bounded: On the North by the 440 contour line of Lake Greenwood; on the East by waters of Lake Greenwood and property of R. Brooks Scurry and Jack C. Scurry; on the South by property of R. Brooks Scurry and Jack C. Scurry and waters of Lake Greenwood; and on the West by property of R. Brooks Scurry and Jack C. Scurry.

LESS AND EXCEPT FROM TRACT I, 5.25 acres, more or less, thereof conveyed by R. Brooks Scurry to Jack C. Scurry by Deed dated July 23, 1970, and recorded in the public records of Greenwood County, S.C., in Deed Book 235, at Page 40, and being described as follows: 5.25 acres, more or less, as will appear by reference to a plat thereof made by Hearst Coleman & Associates, Engineers, dated December 28, 1971, and recorded in said public records in Plat Book 21, at Page 128, and said tract being bounded as follows: On the North by 440 contour line of Lake Greenwood; on the East by waters of Lake Greenwood and property of R. Brooks Scurry and Jack C. Scurry; on the South by property of R. Brooks Scurry and Jack C. Scurry; and on the West by waters of Lake Greenwood.

(See Schedule "A" Attached)

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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