

South Carolina, GREENVILLE County.

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to David B. Mann and Carol R. Mann (whether one or more), aggregating THIRTY FIVE THOUSAND EIGHT HUNDRED SIXTY THREE & 36/100 (\$ 35,863.36), (evidenced by note ~~XXXXXXXXXXXX~~ DATED 5-23-77, 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 FIFTY SEVEN THOUSAND Dollars (\$ 57,000.00), 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:

TRACT #1: All that tract of land located in GROVE Township, Greenville County, South Carolina, containing 57.10 acres, more or less, known as the _____ Place, and bounded as follows: ALL THAT PIECE, PARCEL OR LOT OF LAND IN GROVE TOWNSHIP, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, on the northeastern side of Road No. 84 (Standing Springs Road) and on the western bank of Reedy River, and containing 39.8 acres, more or less, as shown on plat prepared by Harold W. Hawkings, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the eastern side of Road No. 84 (Standing Springs Road) at the corner of a 5.2 tract, which iron pin is located S. 06-00 E. 264 feet from the joint corner of the property of Reedy Shoals Properties and the grantors and running thence along the line of said 5.2 acre tract, N. 84-00 E. 670 feet to an iron pin; thence continuing along the line of said 5.2 acre tract, N. 23-54 W. 499.5 feet to an iron pin in the line of property owned by the grantee; thence with the joint line of property of the grantor and property now or formerly of Riddle, N. 61-45 E. 255 feet, more or less, to a point in Old Reedy River Bed; thence with the Reedy River Bed as the line and running along the joint line of property of Reedy Shoals Properties and B.M. Riddle and G.M. Riddle, the following traverse courses and distances: S. 85-35 E. 100 feet to a point; N. 49-58 E. 106.2 feet to a point; N. 35-46 E. 107.9 feet to a point; N. 13-55 E. 173.3 feet to a point; N. 11-41 W. 181.4 feet to a point in Reedy River; thence leaving said joint property line and running thence with the center of Reedy River, the following traverse courses and distances: N. 20-32 E. 93.9 feet to a point; N. 43-19 E. 157.2 feet to a point; N. 28-32 E. 139.8 feet to a point; N. 43-14 E. 106.7 feet to a point; N. 75-14 E. 75.4 feet to a point; S. 84-18 E. 69.0 feet to a point; S. 54-19 E. 83.9 feet to a point; S. 57-07 E. 130.2 feet to a point; S. 46-55 E. 71.3 feet to a point; S. 16-01 E. 117.5 feet to a point; S. 10-40 E. 143.2 feet to a point; S. 11-20 E. 220.3 feet to a point; S. 24-03 E. 135.0 feet to a point; S. 25-18 E. 193.3 feet to a point; S. 30-00 E. 130 feet to a point; S. 11-45 E. 115.0 feet to a point; thence leaving said Reedy River and running S. 59-45 W. 2077.9 feet to an iron pin on the eastern side of Road No. 84 (Standing Springs Road); thence with the eastern side of Road No. 84 (Standing Springs Road), N. 06-00 W. 676 feet to the point of beginning.

SEE ATTACHED RIDER FOR ADDITIONAL PROPERTY COVERED HEREBY:

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 23rd day of May, 1977.

[Signature] (L.S.)
David B. Mann
[Signature] (L.S.)
Carol R. Mann
[Signature] (L.S.)

Signed, Sealed and Delivered in the presence of:
[Signature]
[Signature]

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