

GREENVILLE CO. S.C.

South Carolina, GREENVILLE County.

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to Don L. Seigler and Ann T. Seigler Borrower, (whether one or more), aggregating THIRTEEN THOUSAND FIVE HUNDRED & NO/100 Dollars (\$ 13,500.00), (evidenced by note dated January 30, 1978, 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 TWENTY THOUSAND & NO/100 Dollars (\$ 20,000.00), 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 Greenville Township, Greenville County, South Carolina, containing 1 lot, 10 acres, more or less, known as the Place, and bounded as follows:

ALL THAT PIECE, parcel or lot of land on the Western side of Swinton Drive, shown as Lot 16 on plat by R.K. Campbell, dated March 29, 1960, entitled Windsor Park, recorded in Plat Book RR at page 25 in the RMC Office for Greenville County.

This is the same property acquired by the grantor(s) herein by deed of Ro-Gen Corporation dated 2-17-67, and recorded in the office of RMC, in Deed Book 814, pg. 138, in Greenville County, Greenville, S.C.

ALL THAT CERTAIN PIECE, parcel or lot of land, situate, lying and being in Butler Township, County of Greenville, State of South Carolina, being shown and designated as TRACT NO. 11 on Plat of C.O. Riddle, dated April, 1964, recorded in the RMC Office for Greenville County in Plat Book JJJ, at Page 21, and having, according to said Plat, the following metes and bounds: BEGINNING at a point in County Road, common corner of Tract No. 10, and running thence with Tract No. 10, N. 40-32 W. 1,423.6 feet to an iron pin in branch, the center of which is the rear property line and a traverse of which is N. 19-40 E., 26.1 feet, N. 63-20 E. 176 feet, N. 37-51 E. 118.9 feet to an iron pin, said pin being 34 feet South of common corner with Tract No. 12 in center of said branch; thence with Tract No. 12, S. 40-32 E. 1,418.3 feet to a point in the county road; thence with the county road, S. 49-28 W. 309.8 feet to the beginning corner and containing 10.06 acres.

This conveyance is subject to all restrictions, set back lines, roadways zoning ordinances, easements and rights of way, if any, affecting the above property.

This is the same property acquired by the grantor(s) herein by deed of Walwyn E. Cooper + Mary G. Cooper dated 2-22-78, and recorded in the office of RMC in Deed Book 1074 pg. 98, Greenville County, Greenville, S.C.

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 22 day of February, 1978.

Don L. Seigler (L.S.)
Ann T. Seigler (L.S.)

Signed, Sealed and Delivered in the presence of:
Melvin S. Mitchell
Margaret A. Beacham

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