

FILED  
GREENVILLE, CO. S. C.  
MAY 4 3 28 PM '78  
DONNIE S. TANKERSLEY  
Clerk M.C.

BOOK 1431 PAGE 44

South Carolina, GREENVILLE

In consideration of advances made and which may be made by Blue Ridge  
Production Credit Association, Lender, to Phillip W. Rathbone and Mary F. Rathbone Borrower,<sup>S</sup>  
(whether one or more), aggregating SIX THOUSAND EIGHT HUNDRED AND NO/100 Dollars  
(\$ 6,800.00), (evidenced by note ~~dated 4-20-78~~ dated 4-20-78), 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 TWELVE THOUSAND AND NO/100 Dollars (\$12,000.00), 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,  
County, South Carolina, containing 10.0 acres, more or less, known as the Blue Ridge Place, and bounded as follows:

ALL that piece, parcel or tract of land containing 10 acres, more or less, situate, lying  
and being on the southern side of S.C. Hwy. #129 in upper Greenville County, S.C., and being  
shown and designated as a portion of a 16.5 acre tract on the southern side of S.C. Hwy. #129  
on a plat of a survey for Rice Corporation recorded in the R.M.C. Office for Greenville, S.C.,  
in Plat Book 4-T at page 23, and having according to a more recent plat showing 10 acres made  
by Carolina Engineering & Surveying Company dated March 17, 1973, revised March 26, 1973, the  
following metes and bounds, to-wit:

BEGINNING at a point in or near the southern side of S.C. Hwy. #129 and running thence along  
the line of a 6.3 acre tract S. 51-15 E. 857.9 ft. to an iron pin on Shipman; thence S. 26-13  
W. 180 ft. to an iron pin in or near a branch; thence with the branch as the line the follow-  
ing traverse courses and distances; S. 17-01 W. 99.3 ft. to a point, S. 5-04 W. 160 ft. to a  
point, S. 36-57 W. 145 ft. to a point, and S. 42-30 W. 65 ft. to a point; thence N. 49-18 W.  
659.2 ft. to an iron pin; thence N. 16-57 E. along the line of Holcombe 551.8 ft. to an iron  
pin; thence N. 57-57 W. 136.3 ft. to an iron pin; thence N. 24-18 E. 95 ft. to an iron pin,  
the BEGINNING corner.

This is the same property acquired by the grantor(s) herein by deed of Max M. Rice  
dated 5-1-78, and recorded in the office of the RMC, in Deed Book 1078, Page 584, in  
Greenville, S. C., Greenville County, 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 4<sup>th</sup> day of May, 1978.

Phillip W. Rathbone (L.S.)  
Phillip W. Rathbone  
Mary F. Rathbone (L.S.)  
Mary F. Rathbone (L.S.)

Signed, Sealed and Delivered  
in the presence of:  
R. Louise Drummell  
Robt W. Bell

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