

GREENVILLE CO. S.C.

1459-1207

SOUTH CAROLINA, GREENVILLE COUNTY.

GREENVILLE TOWNSHIP

In consideration of advances made and which may be made by First State Production Credit Association, Lender, to E. Richard Taylor, Jr. Borrower, (whether one or more), aggregating SEVENTY FIVE THOUSAND FOUR HUNDRED AND NO/100 Dollars

(\$75,000.00), evidenced by note(s) of SEVENTY FIVE THOUSAND FOUR HUNDRED AND NO/100 Dollars (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 SEVENTY FIVE THOUSAND

Dollars (\$75,000.00), plus interest thereon, attorney's 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 O'Neal Township, Greenville County, South Carolina, containing 34 acres, more or less, known as the Taylor Place, and bounded as follows:

All that piece, parcel or lot of land lying, being and situate in O'Neal Township, Greenville County, South Carolina, located about 1/2 mile northwest of the city of Greer on the eastern side of Rutherford Road, containing 34 acres, more or less, being more particularly described on plat entitled "Plat of Property of E. R. Taylor, Jr.", prepared by Terry T. Hill, R.S., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING At a nail and cap in Beechwood Road, same being located 61 feet from its intersection with Rutherford Road and running thence N. 05-16 E. 1,042 feet to an old iron pin; thence N. 14-31 W. 1,097 feet to an old iron pin; thence running along and with the meanders of Cains Creek, the traverse of which is N. 07-40 W. 205 feet to an iron pin; thence N. 23-06 E. 93 feet to an iron pin; thence N. 02-05 E. 274 feet to a point; thence N. 67-23 E. 463 feet to a large post; thence S. 44-00 E. 204 feet to an iron pin; thence S. 64-13 W. 12 feet to a point in the center of Cains Creek; thence running along with the meanders of Cains Creek, the center of the creek being the line, the traverse of which is as follows: S. 27-31 E. 77.5 feet; S. 03-11 E. 115 feet; N. 07-14 E. 115 feet; S. 08-10 E. 110 feet; S. 07-33 E. 170 feet; S. 07-33 E. 170 feet; S. 04-31 E. 170 feet; S. 07-13 E. 145 feet; S. 01-31 E. 165 feet; N. 07-23 E. 110 feet; S. 07-30 E. 100 feet; N. 64-27 E. 105 feet to a nail and cap in the center of a bridge located in Rutherford Road; thence running along and with Rutherford Road the following courses and distances: S. 42-17 W. 1,228 feet; thence S. 47-44 W. 100 feet; thence S. 44-07 W. 100 feet; thence S. 07-30 W. 100 feet; thence S. 07-30 W. 100 feet; thence S. 07-30 W. 100 feet; thence S. 07-30 W. 100 feet; thence S. 07-30 W. 100 feet; thence S. 07-30 W. 100 feet; thence S. 07-30 W. 100 feet; thence S. 07-30 W. 100 feet; thence S. 07-30 W. 100 feet to a point at the intersection of Beechwood Road and Rutherford Road; thence running along and with Beechwood Road, S. 07-25 W. 100 feet to the beginning point, this is the same property as shown by the plat herein, prepared by Terry T. Hill, R.S. and recorded in the office of R.S. in Greenville County, Greenville, S.C., in Book 1 of 27, page 117.

TOGETHER with all and singular the rights, tenements, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all the above described lands and premises unto Lender, its successors and assigns with all the rights, privileges, tenements and appurtenances thereto in full and perfect force and effect.

A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower and/or Undersigned to Lender, or a default by Borrower and/or Undersigned under any instrument constituting a lien prior to the lien of this instrument, shall, at the option of Lender, constitute a default under any one or more of all instruments executed by Borrower and/or Undersigned to Lender. In case of such default, at the option of Lender, all indebtedness due from Borrower and/or Undersigned to Lender may be declared immediately due and payable.

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 whatsoever 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 instrument, and the instrument executed by Borrower as shown 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, and all the terms, covenants, conditions, agreements, representations and obligations of which are made a part hereof to the same extent as if said terms, covenants, conditions, agreements, representations and obligations of which are made a part hereof, shall remain in full force and effect.

It is understood and agreed that all advances, interest, 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 or guarantor, parent or child, or otherwise, shall be secured by this instrument until it is satisfied of record. It is further understood and agreed that Lender shall have the right to demand payment of the principal and interest on any advance or advances to Borrower, (1) if Borrower owes no indebtedness to Lender, (2) if Borrower has no liability to Lender, and (3) if Lender has not agreed to make any further advance or advances to Borrower.

In the event Lender becomes a party to any suit or proceeding (including an action to foreclose this mortgage or to collect the debt hereby secured) involving this mortgage or the debt hereby secured (including but not limited to the title to the lands described herein), Lender may cause any of Undersigned and/or Borrower's costs and expenses reasonably incurred by Lender, including a reasonable attorney's fee, which costs, expenses and attorney's fees shall be paid by Lender, to be made a part of the debt secured hereby, and shall be immediately payable upon demand, and shall be secured by this instrument, and shall be paid at the highest rate provided in any note or other instrument secured hereby.

This agreement shall run 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, her heirs, successors and assigns.

EXECUTED, SEALED, AND DELIVERED this 5th day of January, 1979, at Greenville, South Carolina, by E. Richard Taylor, Jr. and Robert B. Lusk (Witness)

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