1200 :: 10.

road; thence S. 84-48 E. 37.9 feet to a spike at or near the center of said county road; thence following points at or near the center of said county road, forming the boundary between the property now or formerly owned by Margaret Hemphill, the traverse of which is as follows: S. 37-39 E. 208.7 feet to an old nail and cap; S. 25-42 E. 164.3 feet to an old nail and cap; S. 3-18 W. 153.9 feet to an old nail and cap; S. 11-23 W. 180.3 feet to an old iron pin; S. 22-32 E. 881.4 feet to an old iron pin at or near the northwestern intersection of Owens Road with Georgia Road; thence with said intersection, S. 50-38 W. 17.9 feet to a nail and cap at or near the center of Owens Road; thence along points at or near the center of Owens Road, S. 85-45 W. 172.2 feet to a nail and cap; thence S. 83-47 W. 308.0 feet to the point of beginning.

This being the identical property conveyed to Charles E. Lynn by deed of James W. Bagwell, dated August 21, 1965, and recorded August 23, 1965, in Greenville County Deed Book 780 at Page 491; and also being the identical property conveyed to Joan Dryman Lynn by deed of Charles E. Lynn, dated November 25, 1977, and recorded November 30, 1977, in Greenville County Deed Book 1069 at Page 372.

The above referred to plat is recorded in the R.M.C. Office for Greenville County in Plat Book 6-F at Page 32.

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 persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS NEVERTHELESS [illegible] of the parties to these presents, that if first party shall well and truly pay [illegible] 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 and other instruments of indebtedness and this mortgage and any other instrument securing said note or other instruments shall be interpreted, construed and complied with in all respects in accordance with the provisions of the Farm Credit Act of 1971 and all amendments thereto, and with the rules and regulations promulgated 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 and agrees:

1. First party is lawfully seized of said premises in fee simple and has a perfect right to convey same, there are no encumbrances of any kind which exist against the property except this mortgage.

2. First party will insure, and keep insured at required by second party from time to time, all buildings now and hereafter on said land against such risks or hazards at 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 of insurance with the mortgage clause satisfactory to second party attached thereto, and will promptly pay when due all premiums on such insurance. At the option of first party and subject to the regulations issued under the Farm Credit Act of 1971, as amended, insurance proceeds or supplemental thereto insurance funds may be used for reconstruction or repair of the destroyed or damaged improvements thereon, 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 all taxes, assessments and other charges that may be levied or assessed against said property, and all indebtedness and other amounts that may be secured hereby when due thereon.

4. First party will keep [illegible] and restore all terraces, buildings, [illegible] on said land and [illegible] on said land and hereafter erected or placed thereon [illegible] and will not permit the change in use of the said premises without the written consent of second party, and will not permit the cutting or removal of trees on said land for sale or for purposes other than those for which said land is now used. First party will also preserve and keep in good order and condition the said premises and improvements upon the said property, and will at all times properly protect the trees of the said premises [illegible] to the satisfaction of the second party.

5. First party covenants that [illegible] the property herein described [illegible] or hereafter established on any of the property herein described.

6. Time is of the essence of this mortgage and of the [illegible] secured hereby. If first party fails to comply with any covenant or [illegible] herein or in any [illegible] second party may at its option exercise any one or more of the following rights and remedies:

(a) Declare the entire indebtedness secured hereby immediately due and payable, [illegible] second party may [illegible] from the date of [illegible] secured hereby.

(b) Declare [illegible]

(c) Proceed immediately to foreclose this mortgage [illegible]

RV-2