

GREENVILLE CO. S. C.
11 08 PM '79
DOWNS
SHERSLEY

1470 404

SOUTH CAROLINA, GREENVILLE COUNTY.

In consideration of advances made and which may be made by Blue Ridge
Production Credit Association, Lender, to Albert R. Hughes and Catherine S. Hughes Borrower, s
(whether one or more), aggregating SEVEN THOUSAND NINE HUNDRED NINETY FIVE DOLLARS & 20/100 Dollars
(\$ 7,995.20), (evidenced by note(s) dated July 25, 1979 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 FIVE THOUSAND & NO/100--
Dollars (\$ 25,000.00), 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 19.12 acres, more or less, known as the Place, and bounded as follows:

ALL that certain piece, parcel or lot of land situate, lying and being in Greenville County, Fairview Township, having according to plat entitled "Property of Eugene Leon Dunn", prepared by C.O. Riddle, dated October, 1965, the following metes and bounds, to-wit: BEGINNING at a point in the center of Fairview Road, which point is located N. 43-40 W. 46.2 ft. from an iron pin on or near the eastern edge of said road and running thence with property now or formerly of L.R. Peden Estate S. 43-40 E. 2020.2 ft. to an iron pin; thence with line of property now or formerly of Fowler S. 5-00 E. 486.4 ft. to an iron pin; thence with property now or formerly of Wood N. 69-01 W. 990 ft. to a stone; thence with the property now or formerly of Watson N. 68-35 W. 983.1 ft. to a point in center of Fairview Road passing over an iron pin 33 back on line; thence with the center line of Fairview Road N. 18-05 E. 1297.5 ft. to the beginning corner. LESS HOWEVER; ALL that certain piece, parcel or lot of land situate, lying and being in Gville Co., State of S.C., containing 4.73 acres, and being more particularly described according to a plat of property entitled, "Property of Albert R. Hughes" by Clark Olin Riddle, S.C.R.L.S.#1347, dated March 6, 1977, as follows: BEGINNING at a point in the center of Fairview Road and thence running S. 68-34 E. 994.2 ft. to a point; thence running S. 21-23 W. 203.3 ft. to a point; thence running N. 68-34 W. 982.2 ft. to a point; thence running N. 18-05 E. 208.7 ft. to the point of beginning. LESS HOWEVER; ALL that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of S.C., containing 12.61 acres, and being more particularly described according to a plat of property entitled, "Property of Albert R. Hughes" by Clark Olin Riddle, S.C.R.L.S. #1347, dated March 6, 1977, as follows: BEGINNING at a point in the center of Fairview Road and running thence S 43-40 E. 2020.4 ft. to a point; thence running S 5-00 E. 486.4 ft. to a point; thence running N. 69-01 W. 990 ft. to a point; thence running N. 21-23 E. 203.3 ft. to a point; thence running N. 68-34 W. 35 ft. to a point; thence running N. 34-32 E. 21.4 ft. to a point; thence running N 39-22 E. 538.7 ft. to a point; thence running N. 43-40 W. 1260 ft. to a point in the middle of Fairview Road; thence running N. 18-05 E. 22.7 ft. to the point of beginning. (This is the same property acquired by the grantor(s) herein by deed of Eugene Leon Dunn dated 3-12-73, and recorded in the office of RMC, in Deed Bk. 969 Pg. 577, in Greenville County, Greenville, S.C.

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.

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(s) constituting a lien prior to the lien of this instrument, shall, at the option of Lender, constitute a default under any one or more or 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 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 entirety 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.

In the event Lender becomes a party to any legal proceeding (excluding an action to foreclose this mortgage or to collect the debt hereby secured), involving this mortgage or the premises described herein (including but not limited to the title to the lands described herein), Lender may also recover of Undersigned and/or Borrower all costs and expenses reasonably incurred by Lender, including a reasonable attorney's fee, which costs, expenses and attorney's fee when paid by Lender shall become a part of the debt secured hereby and shall be immediately payable upon demand, and shall draw interest from the date of advance by Lender until paid at the highest rate provided in any note or other instrument secured hereby.

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 6th day of August, 19 79

Signed, Sealed and Delivered in the Presence of:

Robert W. Blackwell
R. Louise Trammell
R. Louise Trammell

Albert R. Hughes (L.S.)
Catherine S. Hughes (L.S.)

0454

4328 RV-2