

May 26 2 58 PM '80

DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1504 PAGE 55

SOUTH CAROLINA, GREENVILLE COUNTY.

In consideration of advances made and which may be made by Blue Ridge  
Production Credit Association, Lender, to Marvin Rice Borrower,  
(whether one or more), aggregating FIVE THOUSAND TWO HUNDRED TWENTY NINE DOLLARS & 46/100 Dollars  
(\$ 5,229.46), (evidenced by note(s) of even date herewith, 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 THIRTY THOUSAND DOLLARS ---  
Dollars (\$ 30,000.00), 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 Bates Township, Greenville  
County, South Carolina, containing 102.64 acres, more or less, known as the Rice Place, and bounded as follows:  
ALL THOSE THREE certain parcels of land lying and being in Bates Township, Gville Co., S.C.,  
containing one hundred two and sixty-four/100ths, (102.64) acres, more or less, in the aggregate  
with the three parcels being separately described as follows:  
TRACT NO. 1: Tract of 53 1/2 acres according to survey made by W.A. Hester, Surveyor, dated 12-17-  
1935, with the plat thereof being recorded in Plat Book "V", Page 73. This said parcel of land  
was conveyed to Marvin H. Rice, by Thos. I. Charles by deed dated April 6, 1935, recorded in Deed  
Bk. 180, pg. 59. It is bounded by lands now or formerly of Alexander McKinney, a creek and  
Charlie Poole on the North; Charlie Poole, Petters Poole on the East; Petters Poole and Miles  
Poole on the South and Miles Poole and Alexander McKinney on the West.  
TRACT NO. 2: A tract of land containing 24.14 acres lying on the Northern fork of Saluda River  
and according to survey and plat made by W.P. Morrow, Surveyor, dated Dec. 30, 1948, which is  
recorded in Plat Bk. "V", Pg. 75 is bounded on the North by lands now or formerly of Talley and  
North Saluda River; on the East by Talley lands and Cox lands; on the South by Cox lands and on  
the West by Cox lands and the North Saluda River. It is the same parcel of land as was conveyed  
to Marvin H. Rice by Mrs. Annie Fee and Mrs. Grace Cox by deed recorded in Deed Bk. 374, pg. 353.  
TRACT NO. 3: Another tract of land containing 25 acres, more or less, which is fully described  
by courses and distances and metes and bounds on the plat made by T.T. Dill under date of Feb. '47,  
subsequently amended and being that portion of the land shown on said plat which lies on the  
Northeastern side of the plat and on the Southern side of the Mill Road. It is bounded by lands  
now or formerly of Henry Cook on the North, other lands of Marvin Rice (Tract No. 1 above) on the  
East, R.L. Rice and other lands shown on the Dill plat on the South and other lands as shown on  
the Dill plat on the West; the said lands having been cut out of a 55 acre parcel so designated  
on the Dill plat. It is the same land which was conveyed by Robert Lee Rice unto Marvin H. Rice  
by deed dated April 7, 1952, recorded in Deed Book 492, pg. 306. The Dill plat which fully des-  
cribes the land by courses and distances and metes and bounds is recorded in Plat Book "JJ", pg.  
179.

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 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.

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 21st day of May, 19 80

Signed, Sealed and Delivered in the Presence of:  
Robert W. Blackwell (L. S.)  
Marvin Rice (L. S.)  
R. Louise Trammell (L. S.)  
R. Louise Trammell  
S. C. R. E. Mta. - Rev. 8-1-76

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