

S. C.
1980

BOOK 1508 PAGE 850

SOUTH CAROLINA, GREENVILLE COUNTY, 1217

In consideration of advances made and which may be made by Blue Ridge
 Production Credit Association, Lender, to Frank O. Ferguson Borrower,
 (whether one or more), aggregating ONE HUNDRED FORTY THREE THOUSAND DOLLARS & NO/100 Dollars
 (dated 7-27-80), (evidenced by note(s) FRANK O. FERGUSON, 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 ONE HUNDRED FORTY THREE THOUSAND &
Dollars (\$ 143,000.00) NO/100, 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 O'Neal Township, Greenville
 County, South Carolina, containing 41 acres, more or less, known as the Place, and bounded as follows:
 BEGINNING at an iron pin in the center of Few's Bridge Road (Also known as Chastain Rd) at the
 corner of the tract retained by the grantors, which iron pin is situate S. 84-57 E. 300 ft. from
 the corner of James C. Lister, and running thence S. 84-57 E. 333 ft. more or less to a point in
 said road; thence S. 68 E. 198 ft. to an iron pin in said road; thence continuing with said road
 approximately S. 68 E. approximately 200 ft. to the point of intersection of the Few's Bridge Rd.
 and Bramlett Bridge Rd.; thence along the center of Bramlett Bridge Rd., S. 45 E. 297 ft. to a
 point in said road; thence continuing with the center of said road S. 35 E. 660 ft. to an iron
 pin in the center of said road; thence S. 45 W. 501.6 ft. to a point; thence Due West along the
 lands formerly of Bramlett and Ebb Lynn Estate, 1,369.5 ft. more or less to an iron pin; thence
 N. 41 W., 449.8 ft. to an iron pin at the corner of the property sold to W.F. McKinney in Deed Bk.
 256 at page 342; thence along his lot N. 45-30 E., 253 ft. to an iron pin; thence N. 24 W. 304 ft.
 to an iron pin at the corner of J.C. Lister, C.E. Pearson, and McKinney; thence along the Lister
 property N. 56-30 E. 268 ft. to an iron pin; thence N. 39-15 E. 79.5 ft. to an iron pin at the
 corner of the tract reserved by the grantors which corner is situate 350.5 ft. S. 39 W. from the
 corner of James C. Lister in said Lot; thence S. 84-57 E. 300 ft. to an iron pin; thence N. 39 E.
 350.5 ft. to the point of beginning. This description was arrived at by the deduction of 5 acres
 conveyed to C.E. Pearson in Deed Bk. 240, Pg. 151; 2 acres to W.F. McKinney in Deed Bk. 256 at
 page 342; and 6.3 acres to J.C. Lister in Deed Bk. 538 at Pg. 93; and the lot reserved by the
 grantors shown on plat entitled "Mrs. J.J. Gravely" recorded in Plat Bk. LLL, Pg. 54. This is a
 portion of the property conveyed to J.J. Gravely in Deed Bk. 168 at Pg. 178. He died testate as
 will appear in Apartment 762, File 6.

SEE ATTACHED RIDER FOR ADDITIONAL PROPERTY COVERED:

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 25th day of July, 1980

Witnessed, Sealed and Delivered in the Presence of:
[Signature]
Frank O. Ferguson (L. S.)

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