SOUTH CAROLINA, Greenville Files Blue Ridge In consideration of advances made and which may be made by Production Credit Association, Lendergto Frank KY IDL 1970-100-Frank RO BHitsell and Mary C. Bridwell Borrower, Dollars (\$ 12 000 00), Reddenced by largets) 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 renewels 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 AND NO/100-), plus interest thereon, attorneys' fees and court costs, with interest as provided in said note(s), 30,000.00 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: Greenville All that tract of land located in Oaklawn Place, and bounded as follows: acres, more or less, known as the __Bridwell County, South Carolina, containing 54,62 ALL that certain piece, parcel or tract of land situate, lying and being in Oaklawn Township, Greenville County, South Carolina, containing 54.62 acres, more or less, and being shown and designated as Tracts No. 12 and 12B on property of Nellie K. Hopkins Estate by Bakkum-DeLoach & Associates, dated October 5, 1976, and recorded in the Office of the R.M.C. for Greenville County in Plat Book 5X at Pages 31 & 32, and having, according to said plat, the following metes and bounds, to wit: BEGINNING at an iron pin on the north side of Alverson Road, joint front corner of Tracts 11 and 12, and running along the line of Tract 11, N. 42-18 E., 2524.63 feet, crossing the right of way of Piedmont Natural Gas Company, Incorporated, to an iron pin on the edge of Hopkins Lake; thence continuing along the line of Tract II and through said Lake, N. 29-53 E., 499.1 feet to an iron pin in said lake, joint rear corner of Tracts 12, 15 and 14; thence along the rear line of Tracts 14 and 13, S. 51-00 E. 487.8 feet to a point in the line of Tract 13, which point is in Bakers Creek and also in the north face of the dam maintained by the Greenville County Soil Conservation District; thence down the meanderings of Bakers Creek through the dam, (the tie line of which is S. 01-49 E. 890.64 feet) to an iron pin, corner of property now or formerly of C. G. Gunter; thence S. 28-51 W. 1020 feet, again crossing the right of way of Piedmont Natural Gas Company, Incorporated, to an iron pin; thence N. 62-57 W. 660.77 feet to an iron pin; thence S. 28-23 W. 561.68 feet to an iron pin1 thence S. 85-16 W. 881.2 feet to an iron pin on the north side of Alverson Road; thence along the north side of Alverson Road, N. 66-12 W. 141.5 feet to an iron pin, the beginning corner. The within property is the identical property conveyed to the Mortgagors by deed of John Drayton Hopkins and Julian Pelham Hopkins by deed dated November 30, 1976 and recorded in the R.M.C. Office for Greenville County, South Carolina on December 1, 1976 in Deed Book 1047, at Page 81. 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 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 0 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. S EXECUTED, SEALED, AND DELIVERED, this the 2 Signed, Sealed and Delivered in the Present Ø

Form PCA 402

MARY C. BRIDWELL

S. C. R. E. Mig.—Rev. 8-1:76