

SOUTH CAROLINA, GREENVILLE COUNTY, BUTLER TOWNSHIP, GREENVILLE PLACE

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to N. Dean Davidson and Patricia S. Davidson Borrower, S (whether one or more), aggregating FORTY THOUSAND & NO/100 Dollars (\$ 40,000.00), evidenced by note(s) dated 1-6-82, 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 EIGHTY THOUSAND & NO/100 Dollars (\$ 80,000.00), 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 Butler Township, Greenville County, South Carolina, containing 22 acres, more or less, known as the Greenville Place, and bounded as follows:

All that piece, parcel or tract of land, together with all buildings and improvements thereon, situate, lying and being on the northern side of the Roper Mountain Road in Butler Township, Greenville County, South Carolina being shown and designated as Tract No. 3 containing 25.0 acres, on a plat of the property of Charles C. Thomasson Estate made by J. Mac Richardson, Surveyor dated December, 1952 recorded in the RMC Office for Greenville County, S.C. in Plat Book Y, page 110 and having according to said plat, the following metes and bounds, to-wit: BEGINNING at a point in a nail and cap in or near the center line of Roper Mountain Road at the corner of Tract No. 2 now a part of Deerwood Farms, and running thence with the center of Roper Mountain Road, S. 87-58 W., 676.5 feet to a nail and cap in the center of said road; thence along the line of Deerwood Farms, (Tract No. 4), N. 13-14 W. 569 feet to an iron pin in or near a stream; thence with the center line of said stream as the line, the following courses and distances, to-wit: N. 83-06 W. 259.8 feet to a stake and N. 46-54 W. 474.4 feet to the interesection of said branch with Rocky Creek; thence with Rocky Creek as the line and following the center line thereof, the traverse line being N. 8-16 E. 500.3 feet to a nail in a wooden bridge (now gone; thence with the center line of a now abandoned farm road and running thence with the line of Tract 5 owned by McKinney, the following courses and distances; S. 74-46 E. 135 feet to a point, N. 82-22 E. 180 feet to a point, S. 77-45 E. 230 feet to a point and N. 82-53 E. 230 feet to an iron pin; thence with the line of Tract Nos. 2 and 5, S. 23-05 E. 1,457.6 feet, to a nail and cap, the beginning corner.

This is the same property acquired by the grantor(s) herein by deed of D & D Enterprises, a General Partnership, dated July 30, 1975, and recorded in the office of the RMC in Deed Book 1024 at page 123, 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 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 6th day of January, 1982

Signed, Sealed and Delivered in the Presence of Robert W. Blackwell, R. Louise Trammell, N. Dean Davidson

(CONTINUED ON NEXT PAGE)

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