SOUTH CAROLINA, GREENVILLE COUNTY.

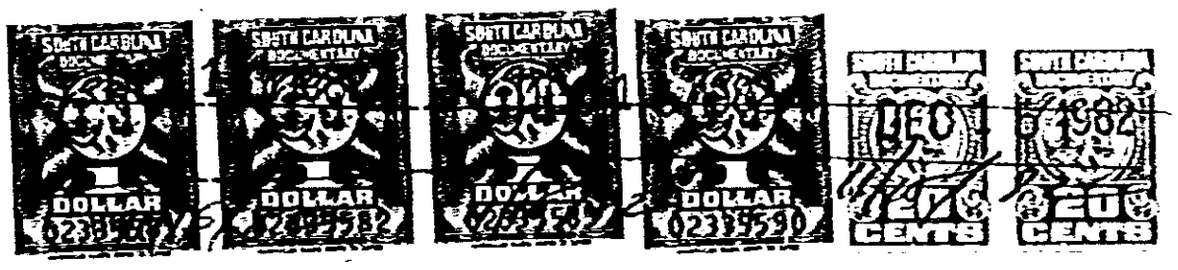
In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to Leonard T. Lee Borrower, (whether one or more), aggregating ELEVEN THOUSAND & NO/100 Dollars ($ 11,000.00), (evidenced by note dated 12-10-82, hereby expressly made a part hereof) and to secure 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 TWELVE THOUSAND & NO/100 Dollars ($ 12,000.00), 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 _____ Township, GREENVILLE County, South Carolina, containing 19.83 acres, more or less, known as the _____ Place, and bounded as follows:

ALL that piece, parcel or tract of land in Greenville County, State of South Carolina, containing 19.83 acres, more or less, as shown on plat of property of Leonard T. Lee, by Freeland and Associates dated October 23, 1973, revised 3-1-76, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of a county road, joint front corner of property now or formerly of O. E. Brown and running thence with the line of property of O.E. Brown, N. 74-16 W. 714 feet to an iron pin; thence N. 15-53 E. 305 feet to an iron pin in the line of property now or formerly of M. G. Whitmire; thence with the line of Whitmire property, N. 73-13 W. 1,130.5 ft. to an iron pin; thence along the line of property of Bruce and Reese, S. 33-29 E. 635.5 feet to an iron pin; thence with property of G. E. Mann, S. 31-04 E. 772.6 feet to an iron pin, thence N. 84-26 E. 888.2 ft. to the center of a county road, thence N. 03-00 E. 82.8 ft. to an iron pin; thence N. 11-43 E. 215.2 ft. to an iron pin, the point of beginning

This is a portion of the same property acquired by the grantors herein by deed of F. Pierce Williams, Jr., dated November 1, 1973, and recorded in the office of RMC, in Deed Book 987, page 451, 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 9th day of December 19 82

Signed, Sealed and Delivered in the Presence of:

Robert W. Blackwell

R. Louise Drummond

Leonard T. Lee (L. S.)

Leonard T. Lee (L. S.)

(L. S.)

(CONTINUED ON NEXT PAGE)

S. C. R. E. Mtg.-Rev. 8-1-76

Form FCA 402

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