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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 Fifteen Thousand Fourteen and 80/100 Dollars ($ 15,014.80), (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 Twenty Five Thousand and No/100 ($ 25,000.00), 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 Place, and bounded as follows:

ALL THOSE THREE certain parcels of land lying and being in Bates Township, Greenville County, South Carolina, 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 53½ acres according to survey made by W. A. Hester, Surveyor, dated December 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 Book 180, Page 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 December 30, 1948, which is recorded in Plat Book "V", Page 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 Book 374, Page 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 February 1947, 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, Page 306. The Dill plat which fully describes the land by courses and distances and metes and bounds is recorded in Plat Book "JJ", Page 179.

A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower to Lender shall at the option of Lender constitute a default under any one or more, or all instruments executed by Borrower to Lender.

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.

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.

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 29th day of January, 1969.

Marvin Rice (L. S.)
(Marvin Rice)

(L. S.)

(L. S.)

Signed, Sealed and Delivered in the presence of:

W. R. Taylor
(W. R. Taylor)

Ethel C. Alherson
(Ethel C. Alherson)

S. C. R. E. Mtge.—Rev. 8-1-65

Form PCA 402

To Bulletin Company to be filed with Mortgages Vol. R.E. M. Book 1140 Page 291

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