

JUL 18 3 27 PM '69

OLLIE FARNSWORTH
R. H. C.

BOOK 1131 PAGE 623

SOUTH CAROLINA, Greenville

COUNTY.

In consideration of advances made and which may be made by Blue Ridge

Production Credit Association, Lender, to Loring B. Graddy and Kathleen H. Graddy Borrower,
(whether one or more), aggregating Twenty Two Thousand Five Hundred Ninety Seven and 04/100 Dollars

(\$22,597.04), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-25, 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 Forty Thousand and no/100 Dollars (\$40,000.00), 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 Dunklin Township, Greenville

County, South Carolina, containing 285 acres, more or less, known as the Akor Place, and bounded as follows:

BEGINNING at a stake on the North side of Saluda River, at corner of property now or formerly owned by J. E. Holliday, and running thence N. 7E. 53.50 chains to stake; thence S. 75 3/4 E 23.64 chains to stone; thence S. 13 3/4 W. 9.83 chs. to iron pin; thence North .67E. 8.50 chains to walnut; thence South S. 61 1/2 E. 6.64 chains to W. oak; thence S. 54 1/2 E. 1.73 chains to point on Cedar Shoals Creek; thence with said creek as the line in a southerly direction 18.20 chains to stone; thence S. 16 W. 4.70 chains to stone; thence N. 64 W. 2.64 chains to stake; thence South 16 W. 27.85 chains to stone on the bank of Saluda River; thence with said river as the line in a westerly direction 41.48 chains, more or less, to beginning point. Less, however, a tract of 5 acres conveyed to Alinee Holliday by deed recorded in RMC Office for Greenville County in Vol. 270, Page 233, and less also a right of way an easement for overflow of 1.99 acres as granted in deed recorded in Vol. 182, at Page 118 to the Belton Light and Power Co., which easement gives them the right to flood a large portion of the land in the original easement adjoining as shown by plat recorded in the RMC Office for Greenville County in Plat Book D, Page 177. The above described property is the same conveyed to Loring B. Graddy by Mae N. Feaster by deed dated Jan. 17, 1951 and recorded in RMC Office in Greenville County in Deed Book 427, Page 265, a one-half interest herein having been conveyed by the said Loring B. Graddy to Kathleen H. Graddy by deed of even date herewith to be recorded.

TRACT #2 BEGINNING at a stone on Saluda River, running thence N. 21-15 E. 1,958.4 feet to stone 3X0; thence S. 82-40 W. 1,621 feet to Pine at creek; thence with creek to the following courses and distances, N. 26-0 E. 100 feet; N. 34-0 E. 100 feet; N. 20-15 E. 100 feet; N. 25-0 E. 100 feet; N. 35-0 E. 100 feet; N. 19-30 E. 100 feet; N. 37-0 E. 100 feet; N. 31-0 E. 100 feet; N. 10-45 E. 100 feet; N. 13-30 E. 82 feet; N. 5-0 W. 237 feet; thence N. 28-0 E. 104 feet; thence N. 28-30 W. 100 feet; thence N. 69-0 W. 169 feet to fork of creek and branch; thence in northerly direction along the meanderings of Cedar Shoals Creek to a stone on the bank; thence S. 30-30 W. 338 feet to stone; thence N. 62-0 W. 176.5 feet to stone 3X0; thence S. 15-0 W. 1,583 feet to point on Saluda River; thence with the river the following courses and distances: S. 64-0 E. 291 feet S. 43-0 E. 200 feet; S. 40-0 E. 200 feet; S. 23-30 E. 300 feet; S. 35-30 E. 434 feet; S. 42-30 E. 207 feet; S. 47-30 E. 197 feet; S. 58-30 E. 599.4 feet; S. 72-10 E. 241 feet; N. 75-0 E. 152 feet; thence due east 73.5 feet to stone beginning corner containing 115 acres, more or less.

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 7th. day of July, 1969

Signed, Sealed and Delivered

In the presence of:

Jessie L. Pridmore
(Jessie L. Pridmore)
W. H. Taylor
(W. H. Taylor)
S. C. H. E. Mgt. - Rev. 8-1-63

Loring B. Graddy (L.S.)
(Loring B. Graddy) (L.S.)
Kathleen H. Graddy (L.S.)
(Kathleen H. Graddy)