

SOUTH CAROLINA
NORTH CAROLINA

Greenville County

BOOK 1254 PAGE 97

THIS INSTRUMENT, entered into this 15th day of September, 1972, by and between

Dwight J. Goforth and wife, Ethel P. Goforth (hereinafter called Undersigned, whether

Borrower or other person(s),) and Marvin V. Bondurant Trustee (hereinafter called Trustee), and

Ideal Production Credit Association (hereinafter called Lender);

WITNESSETH: In consideration of advances made and which may be made by Lender to Dwight J. Goforth and wife, Ethel P. Goforth (hereinafter called Borrower, whether one or more), evidenced by promissory

note(s) of this date executed by Borrower to Lender, in the sum of Three Hundred Ninety Thousand and 00/100 - - - - -

(\$ 390,000.00) Dollars, providing for interest rate, amounts and dates of advances, maturity date(s), and other terms:

THEREFORE, in consideration of said advances and One Dollar, (\$1.00) paid to Undersigned, receipt acknowledged, and for better securing in accordance with Section 45-67, et. seq., General Statutes of North Carolina, as amended, said indebtedness, and all renewals and extensions thereof, and all other indebtedness evidenced by promissory notes now due or to become due or hereafter to be contracted within ten years from the date hereof, the maximum principal amount of all such indebtedness outstanding at any one time not to exceed Six Hundred Thousand and 00/100 - - - - -

(\$ 600,000.00) Dollars, with interest and costs, Undersigned has granted, bargained, sold, and conveyed, and by these presents does grant,

bargain, sell and convey unto Marvin V. Bondurant Trustee, his successors and assigns, a certain tract of land situate in

Austin Township, Greenville County, South Carolina described as follows:

BEGINNING at an iron pin in the center of Standing Springs Road at the corner of property heretofore conveyed to W. L. Knight and running thence with the line of said property, S. 61-30 W. 418.5 feet to pin; thence S. 20-43 E. 104 feet to pin; thence S. 61-30 W. 418 feet; thence S. 82-W. 719 feet to pin on branch; thence down branch as a line the following courses and distances: S. 70-45 W. 529 feet; S. 63-30 W. 401 feet; N. 79-45 W. 362 feet; N. 64 W. 208 feet; N. 46 W. 422 feet; N. 52 W. 249 feet to pin on Rocky Creek; thence up Rocky Creek 64 feet to point; thence continuing 134 feet to pin; thence N. 81 E. 1407 feet to pin; thence N. 76-45 E. 891 feet to pin; thence N. 30 E. 290 feet to pin; thence N. 4 W. 76.6 feet to pin in center of Log Shoals Road; thence with center of Log Shoals Road S. 88-45 E. 236.9 feet to bend; thence continuing with the center of said road N. 75 E. 378.8 feet to pin in center of Intersection of Log Shoals Road and Standing Springs Road; thence with the center of Standing Springs Road as the line S. 22-20 E. 694 feet to pin, the point of beginning.

There is excepted from the above acreage a tract containing 10.04 acres according to a release executed October 6, 1971 by Ideal Production Credit Association.

FILED
GREENVILLE CO. S. C.
SEP 19 4 00 PM '72
ELIZABETH HIDDLE
REC'D.

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.

TO HAVE AND TO HOLD said land and premises, with rights, privileges, and appurtenances thereunto belonging, to said Trustee, his successors and assigns, subject to the conditions and upon the uses and trusts herein set forth.

Borrower's note(s) secured hereby are made a part hereof.

In the event of any misrepresentation or default in the terms, covenants, conditions and obligations of this instrument, or any other instrument(s) executed by Borrower to Lender in connection with any indebtedness secured hereby, all the indebtedness hereby secured may be declared immediately due and payable at the option of the Lender, its successors and assigns; and upon application thereof it shall be the duty of Trustee, his successors and assigns, without notice, to post a notice of sale at the Court House door and at three or more public places in each County in which any part of the land herein described lies, for thirty days, and to have said notice of sale published in some newspaper published in said County, if one is published therein, at least once a week for four successive weeks, immediately preceding sale thereof, therein appointing a day and place of sale, and at such time and place to expose said lands at public sale to the highest bidder for cash, and upon such sale to convey said lands to purchaser in fee simple; and after deducting the costs of sale, including advertising and a commission of five (5%) per centum of the amount due at the time of sale, as compensation for his services as Trustee, apply remainder of the proceeds of such sale to the aforesaid indebtedness, with interest, and the other sums secured by this and the instruments hereinbefore referred to, in any order prescribed by Lender, paying any surplus to Undersigned.

Undersigned warrants the title to said property against all persons whomsoever and all claims whatsoever.

Upon payment by Undersigned, if other than Borrower, or Borrower of all indebtedness hereinbefore mentioned, and upon written demand by the Maker of this instrument, his successor in interest, or anyone claiming under him, this instrument shall be marked paid and satisfied.

EXECUTED, SEALED and DELIVERED this day and year first above written.

Signed, Sealed and Delivered

in the presence of:

1. Clyde E. Sprinkle
2. W. R. ...

Dwight J. Goforth (L. S.)
Ethel P. Goforth (L. S.)

Deed of Trust - N. C., Rev. 10-1-69