

ANY ONE TIME NOT TO EXCEED Five Hundred Thousand and 00/100

DOLLARS (\$ 500,000.00), plus interest thereon, attorneys' fees, court costs, and any advances necessary for the protection of the security or title thereto, such as, but not limited to, advances for taxes and insurance premiums, all of which are secured by this mortgage. It is understood and agreed by all parties thereto that the execution by Borrower and the acceptance by Lender of any notes, renewal notes or other instruments, or the agreement by Lender to any reamortizations, extensions, refinances, modifications or other rearrangements as contemplated in this paragraph or elsewhere herein shall not be construed as payment of any indebtedness hereby secured (whether or not, among other changes in terms, the interest rate or rates remain the same and/or time for payment is thereby extended or lessened), and shall not discharge the lien of this mortgage which is to remain in full force and effect until the total indebtedness secured hereby has been paid in full. All notes or other instruments contemplated in this paragraph or elsewhere herein shall remain uncanceled and in possession of Lender, its successors and assigns, until the total indebtedness hereby secured is paid in full. Should the indebtedness secured hereby exceed the maximum above stated, Lender at its option shall have the sole right to determine the priority or order in which the various debts covered hereby shall be secured hereunder within said maximum.

NOW, KNOW ALL MEN, that Undersigned, in consideration of the debt as evidenced by above described note, and for better securing the payment thereof to Lender, according to the terms of said note, and the performance of the conditions and covenants herein contained and to secure any other indebtedness contemplated in the paragraph next above or elsewhere herein, and also in consideration of the sum of One Dollar to Undersigned in hand paid by Lender, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, in fee simple, and by these presents does grant, bargain, sell and release, in fee simple, unto Lender, its successors and assigns, the following described lands, including but not limited to, all trees, timber, shrubbery, fixtures and improvements now and hereafter thereon:

See attached Schedule "A"

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto Lender, its successors and assigns in fee simple forever. Undersigned hereby binds himself, his heirs, executors, administrators, successors 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, successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if Borrower shall well and truly pay, or cause to be paid, unto Lender, its successors or assigns, the total indebtedness secured hereby, with interest thereon as aforesaid, and shall perform all terms, conditions and covenants according to the true intent of said note, any other instrument above referred to and this mortgage and any other instrument securing said note or other instrument referred to above, then this mortgage shall cease, determine and be utterly null and void; otherwise it shall remain in full force and effect.

FOR THE CONSIDERATION aforesaid, Undersigned covenants as follows:

1. Undersigned is lawfully seized of said property in fee simple and has a perfect right to convey same; there are no encumbrances or liens whatsoever on said property except this mortgage.

2. Undersigned will insure, and keep insured, as required by Lender from time to time, all buildings now and hereafter on said land against such risks, in such form, in at least such amounts, and in such company or companies, as shall be satisfactory to Lender. The loss, if any, under all such insurance policies to be payable to Lender as its interest may appear, and the Undersigned will deliver to Lender a policy or policies of insurance with mortgagee clause satisfactory to Lender attached thereto, and will promptly pay when due all premiums for such insurance. In addition to other insurance coverages, if the property is located in a government mandated flood area where participation in a Federal Flood Insurance Program is required, Undersigned agrees that upon receipt of notification from Lender and within the time period established by Lender, Undersigned will obtain and maintain flood insurance in such amount as Lender requires on all buildings, improvements, fixtures and mobile home(s), now existing or hereafter erected, placed or maintained on or in the land described in this mortgage, together with all other personal property securing Undersigned's obligations to Lender and maintained in or on such buildings, improvements and mobile home(s), until the loans, future advances and all other indebtedness

secured by such property and this mortgage are fully paid. Lender may require Undersigned to obtain and maintain such flood insurance at the time the loan(s) secured hereby are made or at any time thereafter until the loans secured by such property are fully paid. Undersigned further agrees to pay Lender all reasonable fees and costs Lender incurs in determining whether any such property is located in an area having special flood hazards including determination fees (of initial and subsequent determination as well as fees for monitoring the flood hazard status of the property during the life of the loan), together with the cost of premiums and fees incurred with purchasing flood insurance for Undersigned, if Undersigned fails to do so within the time period required by Lender. Any such fees, premiums or costs shall, in Lender's sole discretion, be due and payable on demand or as otherwise provided for in the promissory note(s) secured hereby or this mortgage. At the option of Lender insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings, and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as Lender in its sole discretion may determine. Undersigned will pay, when due and payable, all taxes, assessments and other charges that may be levied or assessed against said property, and all judgments and all other amounts that may be or become a lien thereon.

3. If required as a condition of any loan secured hereunder, Undersigned shall pay to Lender on the day installments are due, until the note is paid in full or any escrow requirement is otherwise waived in writing by Lender, a sum to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this instrument as a lien or encumbrance on the property; and (b) premiums for any and all insurance required by Lender. Such amounts required hereunder shall be determined in accordance with the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X ("RESPA"). Upon payment in full of all sums secured by this instrument, or if any such escrow requirement is no longer required as a condition of any loan secured hereunder, Lender shall promptly refund to Undersigned any funds held by Lender under this escrow requirement.

4. Undersigned will keep in good order and condition, preserve and repair, rebuild and restore all terraces, buildings, groves, orchards, fences, fixtures, shrubbery and other improvements, of every kind and nature, now on said land and hereafter erected or placed thereon that may be destroyed or damaged by fire, windstorm, flood or otherwise, and will not permit the change, injury or removal thereof, will not commit or permit waste on said land, and will not, except with the written consent of Lender, cut, use or remove, or permit the cutting, use or removal of, any timber or trees on said land for sawmill, turpentine or other uses or purposes, except for firewood and other ordinary farm purposes. Undersigned will also preserve and keep in good order and condition all trees and timber now and hereafter growing upon the said property, and will at all times properly protect the trees and timber against loss or damage by fire, all to the satisfaction of Lender.

5. Undersigned covenants that he will not perform any act which might impair or tend to impair the continuation on the property herein described of all crop allotments and acreage allotments now established or hereafter established on any of the property herein described and hereby grants a lien on said allotments to Lender.

6. Time is of the essence in the performance of the above recited note, of this instrument and of any other instrument secured hereby. If Borrower and/or Undersigned fail to comply with any covenant, condition or agreement in this instrument or in the said note or in any reamortization, renewal, refinance, modification, extension or in any other instrument secured hereby, Lender may, at its option, exercise any one or more of the following rights, powers, privileges and remedies:

- (a) Perform any one or more of the covenants of Borrower and/or Undersigned in this instrument, in the said note, and in any other instrument secured hereby, and all amounts advanced by Lender in doing so shall be due and payable by Borrower and/or Undersigned to Lender immediately without notice, and shall be secured by this instrument, and shall bear interest from the date of advance by Lender at the highest rate provided in any note or other instrument secured hereby.
- (b) Declare all amounts secured by this instrument immediately due and payable without notice.
- (c) Proceed immediately to foreclose this mortgage, and pursue such other remedies as may be authorized by law.

7. As further security for the payment of the note herein described, all other indebtedness secured hereby, and for the performance of all the terms, conditions and covenants of said note, of any other instrument secured hereby and of this mortgage, upon and during default under this instrument or the said note or any other instrument secured hereby, Undersigned hereby transfers, assigns and sets over to Lender all of the crops now and hereafter sown or growing upon the said mortgaged premises and all of the rents, issues and profits of the said mortgaged premises, and Lender shall seek to have a receiver appointed to take charge of the said mortgaged premises, and the crops now and hereafter sown or growing thereon, together with the said rents, issues and profits arising therefrom and hereby assigned, and hold the same subject to the order and direction of the court.

8. That he hereby represents and warrants to Lender that there are no materials (hereinafter collectively called "Special Materials") presently located on or near the premises which, under federal, state or local law, statute, ordinance, regulation or standard or administrative or court order or decree or private agreement (hereinafter collectively called "Environmental Requirements"), require special handling in use, generation, collection, storage, treatment or disposal, or payment of costs associated with responding to the lawful directives of any court or agency of competent jurisdiction or for similar economic loss. Such Special Materials include those that violate any national or local contingency plan or the release or threatened release of which may violate or create liability under the Environmental Requirements. Such Special Materials also include (a) asbestos in any form, (b) urea formaldehyde foam insulation, (c) paint containing lead or (d) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls (commonly referred to as "PCBs"). Undersigned further represents and warrants to

Lender that the premises are not now being used nor have they ever been used in the past for activities including the use, generation, collection, storage, treatment or disposal of any Special Materials, and in particular, without limiting the generality of the foregoing, the premises are not now being used nor have they ever been used in the past for a landfill, surface impoundment or other area for the treatment, storage or disposal of solid waste (including solid waste such as sludge). Undersigned will not place or permit to be placed any such Special Materials on or near the premises. Nothing herein shall be deemed to prohibit or restrict the use, collection, storage, treatment or disposal in a manner consistent with applicable Environmental Requirements, of insecticides, herbicides, or other pesticides, fertilizers or petroleum products (including gasoline, motor fuel, crankcase oil, heating oil) as part of the agricultural operations now or hereafter conducted by Undersigned on the premises in a good and husbandlike manner. Undersigned further represents and warrants to Lender that there are no wells or septic tanks or other underground tanks (whether currently in use or abandoned-in-place) on the premises serving any other property and that there are no wells or septic tanks on other property serving the premises. If at any time it is determined that there are Special Materials located on the premises which under any Environmental Requirement require special handling in use, generation, collection, storage, treatment or disposal, Undersigned shall, within 30 days after having obtained actual knowledge thereof, take or cause to be taken, at Undersigned's sole expense, such actions as may be necessary to comply with all Environmental Requirements. If Undersigned shall fail to take such action, Lender may make advances or payments towards performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation to the extent permitted by applicable law, reasonable attorneys' fees, fines or other penalty payments, shall be at once repayable by Undersigned and all sums so advanced or paid shall become a part of the indebtedness secured hereby. Failure of Undersigned to comply with all Environmental Requirements shall constitute and be a default under this mortgage. Undersigned hereby agrees to indemnify and hold Lender harmless to the extent permitted by applicable law for all loss, liability, damage, cost and expenses, including reasonable attorneys' fees, for failure of the premises to comply in all respects with the Environmental Requirements or a breach by Undersigned of any representation, warranty or agreement herein. THE COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES AND INDEMNITIES OF UNDERSIGNED CONTAINED IN THIS PARAGRAPH SHALL SURVIVE THE OCCURRENCE OF ANY EVENT WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE PAYOFF OF THE NOTE(S) SECURED HEREBY, THE RELEASE OR FORECLOSURE OF THIS MORTGAGE, OR THE ACCEPTANCE BY THE LENDER OF A DEED IN LIEU OF FORECLOSURE.

9. In the event the indebtedness secured hereby, or any part thereof, is established by or in any action for foreclosure of this mortgage, Lender may also recover of Borrower and/or Undersigned, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum for attorneys of Lender for professional services rendered in such action, such fee to be incorporated in the judgment of foreclosure in such action.

10. Undersigned shall hold and enjoy the said premises until default in payment of any of the installments as provided in the above recited note or other instrument secured hereby, or a breach of any of the covenants or conditions of the above recited note or other instrument secured hereby, or this mortgage shall be made; however, any agent or employee of Lender or any person designated by Lender may enter upon said premises at any time for the purpose of inspecting same or for any other purpose desired by Lender.

11. All amounts that may hereafter be awarded for condemnation of, and waste and tortious injury to, any of the property hereby encumbered are hereby assigned and shall be payable unto Lender for application, after payment therefrom of attorneys' fees and expenses incurred by Undersigned and by Lender in connection therewith, on such part of the indebtedness secured hereby as Lender may determine, with no duty on Lender to collect same.

12. 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 above), Lender may also recover of Borrower and/or Undersigned all costs and expenses reasonably incurred by Lender, including reasonable attorneys' fees, which costs, expenses and attorneys' fees 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.

13. Undersigned agrees as a condition hereof that all obligations, assignments, releases of real property and/or personal liability, reamortizations, renewals, refinances, extensions, modifications or other rearrangements or any other agreement, in writing, made or entered into by Lender with any one or more of the parties herein designated as Borrower and/or Undersigned, with any party or parties obligated (primarily or otherwise) to pay any or all of the indebtedness secured hereby, or with any party or parties who have given security of any kind for any or all of the indebtedness secured hereby, are hereby authorized and consented to by all parties herein designated as Undersigned and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of all the parties herein designated as Undersigned.

14. Undersigned agrees as a condition hereof that if a conveyance, lease or other disposition should be made voluntarily by Undersigned (or by any one or more of the parties designated herein as Undersigned) of any title or interest in and to the real property described above, or any part thereof, without the written consent of the lawful holder of this mortgage, or if such title or interest of Undersigned (or of any one or more of the parties designated herein as Undersigned) is involuntarily conveyed or transferred as the result of foreclosure of a junior lien or is required under court order or decree as the result of litigation (conveyance or transfer of title or interest resulting from death of Undersigned, or any of the Undersigned, if more than one, excepted), without the written consent of the lawful holder of this mortgage, then and in either of said events, and at the option of said holder, and without notice to Borrower or Undersigned, all sums of money secured hereby shall become due and payable and in default immediately and concurrently with such conveyance, transfer, lease or other disposition, whether the same are so due and payable and in default by the specific terms hereof or not.

15. Lender shall have the right, exercisable at its discretion so long as this mortgage is in force and effect, to demand in writing the assignment of and transfer to Lender, its successors and assigns, and Undersigned hereby agrees to so assign and transfer, any and all rents, profits, royalties, income or other consideration to be paid or accruing to Undersigned from any oil, natural gas, mineral, timber, leasehold or other interest of any kind and nature whatsoever, derived from, connected with or affecting the within described real property but not otherwise subject to, conveyed and/or secured by this mortgage, with the right of, but no duty upon, Lender, its successors or assigns, to collect same.

16. Borrower and/or Undersigned will comply with all the terms and conditions of any instrument heretofore or hereafter executed by Borrower and/or Undersigned in connection with the loan(s) secured by this mortgage.

17. If Borrower or Undersigned (or any of them), their heirs, successors or assigns, or any assumer of the indebtedness hereby secured, files a petition in voluntary bankruptcy, for receivership, for corporation reorganization, or for other debtor relief of any character or kind, or is adjudged a bankrupt, then and in the event, and at the option of the Lender, its successors and assigns, the Lender, without notice to Borrower and/or Undersigned, shall have the right to declare all sums of money secured hereby immediately due and payable and in default whether the same are so due and payable and in default by the specific terms hereof or not.

18. A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower and/or Undersigned to Lender 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.

19. An event of default under this instrument will occur if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12. Upon default, the entire indebtedness secured hereby shall, at the option of the Lender, become immediately due and payable with interest thereon at the billing rate then in effect without notice, and this instrument may be foreclosed accordingly.

20. Undersigned (if the same as Borrower) agrees as a condition hereof to provide current financial statements, including a balance sheet and income statement, in a form acceptable to Lender, as may be requested by Lender of Borrower while the indebtedness secured hereby or any other indebtedness from Borrower to Lender is outstanding.

21. 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 or Undersigned, 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 advances to Borrower.

22. All rights, powers, privileges, options and remedies conferred upon and given to Lender are cumulative of all other remedies and rights allowed by law, and may be pursued concurrently, and shall extend to and may be exercised and enjoyed by the successors and assigns of Lender, and by any agent, officer, attorney or representative of Lender, its successors or assigns. All obligations of, and assignments by, Undersigned herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of Undersigned.

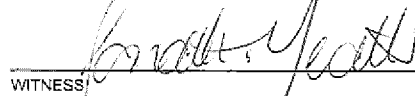
23. The laws of South Carolina provide that in certain real estate foreclosure proceedings a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. UNDERSIGNED, EXCEPT TO THE EXTENT PROHIBITED BY LAW, HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the property is used as a dwelling place as described in §12-37-250 of the South Carolina Code of Laws .


HOMESTEAD WAIVER. THE UNDERSIGNED WAIVES ALL RIGHTS OF HOMESTEAD EXEMPTION IN THE PROPERTY TO THE EXTENT ALLOWED BY APPLICABLE LAW.

THIS MORTGAGE IS EXECUTED BY THE MORTGAGOR IN FAVOR OF, AND THE TERM "MORTGAGEE" AS USED HEREIN SHALL INCLUDE, AgSouth Farm Credit, ACA, FOR ITSELF AND AS AGENT/NOMINEE FOR ANY PARTY PURSUANT TO A MASTER AGREEMENT AMONG IT AND ITS WHOLLY-OWNED SUBSIDIARIES AgSouth Farm Credit, FLCA AND AgSouth Farm Credit, PCA, AS THEIR INTERESTS MAY APPEAR.

IN WITNESS WHEREOF, Undersigned has hereunto set his hand and seal (and if Undersigned is or includes a corporation, it has caused this instrument to be executed, sealed by its corporate seal and delivered by its duly authorized officers), this the day and year first above written.

Signed, Sealed and Delivered in the presence of:


WITNESS


WITNESS


Eric Poncer , Borrower/ Mortgagor (SEAL)


Jessica Pritchard , Borrower/ Mortgagor (SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

IT IS NOT NECESSARY TO RECORD A WRITTEN ASSIGNMENT OF A MORTGAGE BETWEEN FARM CREDIT INSTITUTIONS IN THE RECORDING OFFICE IN THE COUNTY WHERE THE REAL PROPERTY IS LOCATED TO PERFECT A VALID ASSIGNMENT AND SECURITY INTEREST THEREIN.

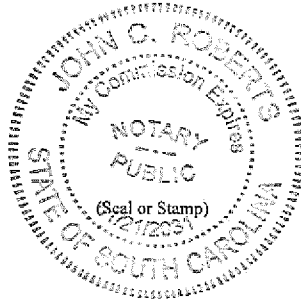
_____[Space Below This Line For Acknowledgement]_____

State of SOUTH CAROLINA

County of YORK

The foregoing instrument was acknowledged before me this 01-14-2022
(date)

by Eric Poncer and Jessica Pritchard



(names of persons acknowledging)

[Signature]
Signature of Person Taking Acknowledgment

John C Roberts
Print Name of Person Taking Acknowledgment

Attorney
Title or Rank

Serial Number, if any

EXHIBIT A

All that certain piece, parcel or lot of land with all improvements thereon, lying being and situate in the County of Lancaster, State of South Carolina, and being shown and designated as 15.92 acres, more or less as shown on plat entitled "Boundary Survey for Dalton Joseph Riggins Mackenzie Lee Riggins" dated 07/20/2020, prepared by William Charles Hendley Jr. Land Surveying and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina in Plat Book 2020, Page 411, and having such metes, bounds, courses and distances as reference to said plat will more fully appear.

DERIVATION: This being property conveyed unto mortgagor(s) by deed recorded contemporaneously herewith in the Office of the Clerk of Court for Lancaster County, South Carolina.