

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to James E. Reid Borrower, (whether one or more), aggregating Three Thousand and No/100 Dollars (\$ 3,000.00), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 45-55, as amended, 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 Five Thousand and No/100 Dollars (\$ 5,000.00), plus interest thereon, attorney's 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 Gantt Township, Greenville County, South Carolina, containing 33.8 acres, more or less, known as the Springfield Place, and bounded as follows:

All that piece, parcel and tract of land lying and being in Gantt Township, Greenville County, South Carolina, on the Old Grove Road, containing 33.8 acres, more or less, according to plat made by R. K. Campbell, Reg. Land Surveyor, dated March, 1961. Said land is bounded according to that plat, on the north by Newlin and Oscar Baker; on the east by Old Grove Road withlands of Trammell lying across the road and on the south by Bogle with it being the same lands conveyed to James E. Reid by Eunice M. Springfield, by deed dated March 28, 1959, recorded in Deed Book 620, page 276, R.M.C. Office, Greenville County, South Carolina, with the said Eunice M. Springfield having acquired the lands by will from her husband, Oliver B. Springfield, whose will and other proceedings pertaining to his estate being on file in the office of the Probate Court for Greenville County in Apt. 695, File No. 24. It is the major portion of the lands acquired by the said Oliver B. Springfield from T. A. Osteen heirs by deed dated May 18, 1960, recorded in Deed Book 223, page 204, R.M.C. Office, Greenville County. Reference is here made to a plat of the Osteen lands conveyed to Oliver B. Springfield which said plat is recorded in Plat Book B, page 43, R.M.C. Office, Greenville County, South Carolina. Reference is likewise made to the Campbell plat recorded in Plat Book _____, page _____, R.M.C. Office, Greenville County, South Carolina. The Osteen plat covers 35.8 acres whereas the Campbell plat covers 33.8 acres, there having been conveyed off by the said Oliver B. Springfield during his life a two acre parcel now owned by Oscar Baker.

This mortgage is a second to the one given Federal Land Bank for \$5400.00 on April 20, 1961.

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 2nd day of May 1961.

James E. Reid (L. S.) James E. Reid (L. S.)

Signed, Sealed and Delivered in the presence of: W. R. Taylor Polly Barnett