

In consideration of advances made and which may be made by Blue Ridge
 Production Credit Association, Lender, to Joseph A. McCullough Borrower,
 (whether one or more), aggregating Seventy Thousand Ten and No/100 Dollars
70,010.00 (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 49-43,
 as amended, Code of Laws of South Carolina, 1963, (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 Eighty
Five Thousand and No/100 Dollars (85,000.00), 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 meet-
 ing, in fee simple unto Lender, its successors and assigns:

All that tract of land located in Dunklin Township, Greenville
 County, South Carolina, containing 711.61 acres, more or less, known as the McCullough Place, and bounded as follows:

TRACT #1 All that piece, parcel and tract of land lying and being in Dunklin Township, Green-
 ville County, S. C. about 25 miles Southwest from the city of Greenville, and containing 396.70
 acres, more or less and being shown in Five separate tracts on plat thereof made by W. M.
 Nash Surveyor, dated December 16, 1935 and September 30, 1936, with it being designated on
 said plat as Tract A. Containing 108.10 acres; Tract B. containing 68.29 acres; Tract C
 Containing 83.59 acres; Tract D. containing 119.42 acres, and Tract E. containing 17.3 Acres
 with said plat being recorded in Plat Book JJ, Page 26. The said parcel of land is a
 portion of the Old McCullough home place and is bounded on the North by the Holliday Bridge
 Road; on the East by Augusta Road and lands of the Estate of C. F. McCullough with reference
 being here made to the Nash Plat for a more definite and particular description for courses
 and distances and metes and bounds. Less, however, Tract C. of 83.59 acres deeded to David
 W. McCullough and Tract E. of 17.3 acres deeded to David W. McCullough and Lucy W. McCullough
 on September 27, 1955.

TRACT #2 All that piece, parcel or tract of land being in Dunklin Township, Greenville
 County, S. C. on both sides of the Augusta Road and being known as the major portion of the
 E. M. Blythe lands, containing 416 acres, more or less and bounded by lands now or formerly
 of Robert E. Scott, the James Scott Estate and J. A. Davenport on the North; Coker Killison,
 J. A. Davenport, F. M. Davenport, R. D. Chapman and others on the East; by F. M. Davenport,
 R. D. Davenport, R. D. Chapman, F. M. Davenport and others on the South; on the West by lands
 of Paul Evans, a branch running through John King tract shown on a plat hereinafter referred
 to the line, lands of Carl and Norma Jordan Tripp, lands of Robert Sullivan, Robert E. Scott
 and the James Scott Estate, said tract is all of the land lying within the boundary pencilled in
 on a plat of property of E. M. Blythe prepared by Dalton and Neeves in October of 1937
 and, also all of the 7.34 acre tract designated on said plat as the F. M. Davenport tract.
 The said plat is recorded in the R.M.C. office of Greenville County, S. C. in Plat Book M.M.
 Page 97. The Major Portion of the tract of land shown on the mentioned and designated the
 John King lands and which lie without the Red Pencilled line on the plat (West of the branch
 running through said lands) was conveyed to Paul Evans by Anna H. Blythe who acquired the
 entire tract from her husband, E. M. Blythe, Sr. with the property to be converted hereby
 being all of that conveyed to Joseph A. McCullough by Bernard H. Blythe, Lauriston H. Blythe
 and the Peoples National Bank of Greenville, S. C. on Executors and Trustee by deed dated
 April 28, 1959, recorded in Deed Book 622, Page 441, R M C Office for Greenville County,
 S. C. It is intended the properties here conveyed are to include all of the lands remaining

(SEE ATTACHED RIDER)
 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, benefits 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 claim-
 ing 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, condi-
 tions, agreements, representations and obligations contained in all mortgages executed by Borrower to Lender according to the true intent of said Mortgage, 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 have 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 Lend-
 er herein, its successors and assigns.

EXECUTED, SEALED, AND DELIVERED, this the 1st day of March, 1962

Joseph A. McCullough
 Joseph A. McCullough (L. S.)

Signed, Sealed and Delivered

in the presence of:
W. E. Taylor
W. E. Taylor
Julia M. Cochran

Form PCA 42

Satisfied & Cancelled this
14th day of Aug 1964

Blue Ridge Production Credit Assoc.
W. R. Taylor
Sec'y - Treas.

Wit:
E. Albersen

SATISFIED AND CANCELLED OF RECORD
14 DAY OF Aug, 1964
Allie Farnsworth
 R.M.C. F. COUNTY, S. C.
 AT 2:27 O'CLOCK P.M. NO. 5086