

In consideration of advances made and which may be made by BLUE RIDGE
Production Credit Association, Lender, to James T. Reid and Elsie R. Reid Borrower,
(whether one or more), aggregating Twenty Two Thousand and No/100 Dollars 6-29-64.
(\$ 22,000.00), (evidenced by note(s) dated 8-29-60; 3-17-61; 10-17-61; 6-29-62; 4-1-63; 8-22-63; 1-15-64; &
dated 8-29-60; 3-17-61; 10-17-61; 6-29-62; 4-1-63; 8-22-63; 1-15-64; & herewith, hereby expressly made a part hereof) and to secure, in accordance with Section
45-55, 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 Thirty Thousand and No/100 Dollars (\$ 30,000.00), 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 Glassy Mtn. Township, Greenville & Spartanburg
County, South Carolina, containing 188.9 acres, more or less, known as the Lanford & Groce Place, and bounded as follows:

ALL THAT PIECE, parcel or tract of land located, lying and being in Greenville and Spartanburg Counties, State of S. C., five miles West of Gramling, being bounded on the North by lands of Lanford and Hall; on the East by Motlow Creek; on the South by Lot B of Estate plat 18 of A.B. Groce Estate; and on the West by Goodpin Rd; and being known and designated as Lot A on Estate plat 18 of the A.B. Groce Estate, recorded in plat book 18, page 473-474, R.M.C. Office for Spartanburg Co., containing 126.9 acres, more or less, and is more particularly described as follows: BEGINNING at an iron pin on Goodpin Road, J.D. Lanford corner and running thence South 88-40 East 35.65 chains to iron rod, Greenville County line; thence along and with Greenville Co. line North 0-35 East 20.12 chains to red rock; thence South 85-37 East 10.12 chains to a stake in Motlow Creek; thence down and with the said creek to a stake; thence South 56-35 West 28.09 1/2 chains to a point on road. Thence in a Southeasterly direction 3.16 1/2 chains to a point; thence Southwesterly 3.16 1/2 chains to a point; thence Northwesterly 3.16 1/2 chains to a point on road; thence South 56-35 West 13 chains to a point on Goodpin Rd; thence along and with the said road the following courses and distances; North 34 West 3.15 chains; North 37-15 West 5.93 chains; North 50-10 West 17.28 chains; North 45-30 West 4.26 chains; North 28 West 8.20 chains to a point in Goodpin Rd, the beginning corner.

ALL THAT TRACT of land located in Glassy Mtn. Township, Greenville, Co., S. C., containing 61.65 acres, more or less, known as the John Lanford place, and bounded as follows: BEGINNING at iron spike in the center of the Rutherford Rd., common corners of lots Nos. 3 and 4 on a plat hereafter referred to and running thence S. 88-40 E. 2444 ft. to stake in Spartanburg and Greenville County line common corners of lots No. 3 and 4, thence N. 1-20 E. 1392 ft. to stake common corners of lots Nos. 2 and 3 thence N. 88-40 W. crossing Motlow Creek, 707 ft. to stake pin by the side; thence S. 45 W. 690 ft. to stake thence S. 65 W. 156 ft. to stake; thence N. 82 W. 189 ft. to stake; thence N. 56-15 W. 255.5 ft. to stake thence N. 73-45 W. 629.5 ft. to iron spike in center of the Rutherford Rd. just North of the intersection of the Rutherford Rd. and a cross road; thence S. 3-45 W. 200 ft. to point in center of Rutherford Rd; thence S. 9-15 W. 941 ft. to the point and place of the beginning and designated as Lot No. 3 on a plat by W. P. Morrow Sept., 1944, said plat recorded in Plat Book M at page 99 which said plat and outside boundaries are based on a survey and plat by R. E. Dalton, recorded in Plat Book A at page 451, Office of R.M.C. for Greenville Co. and containing according to said plat 61.65 acres, more or less, and being that land conveyed to Houston Goings by B. L. Johnson and E. F. Blackwell May 13, 1946, and recorded in the Office of R.M.C. for Greenville County in Vol. 299, Page 61.

This is that land conveyed to us by Houston Goings by deed recorded on May 12, 1947 in Vol. 312, Page 22 in the Office of R.M.C. for Greenville County, South Carolina.

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 10th day of August, 1964.

Signed, Sealed and Delivered
in the presence of:
W. R. Taylor (W. R. Taylor)
Ethel C. Alberson (Ethel C. Alberson)
James T. Reid (James T. Reid)
Elsie R. Reid (Elsie R. Reid)

Form PCA 402

*Satisfied and cancelled this 9th day of Feb., 1966
Blue Ridge Production Credit Assn.
W. R. Taylor Secy - Treas.
Witness Ethel Alberson*

SATISFIED AND CANCELLED OF RECORD
11 DAY OF February 1966
Oliver Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:24 O'CLOCK A M. NO. 23392