

SOUTH CAROLINA, GREENVILLE COUNTY.

In consideration of advances made and which may be made by BLUE RIDGE Production Credit Association, Lender, to Charles R. Cunningham Borrower, (whether one or more), aggregating TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars

(\$ 2,500.00), (evidenced by note(s) of even date 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 TWENTY THOUSAND AND NO/100 Dollars (\$ 20,000.00), 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 Bates Township, Greenville County, South Carolina, containing 22.5 acres, more or less, known as the Cunningham Place, and bounded as follows:

ALL THAT piece, parcel and tract of land lying and being in Bates Township, Greenville County, South Carolina, lying on the eastern side of the Talley Bridge Road, about 1/4 mile northwest of Pleasant Retreat School, bounded by lands now or formerly of John White on the north; Earl Benson on the east; S. B. Cunningham on the south and William Childs on the west, containing Twenty-Two and One-Half (22 1/2) acres, more or less, and being the same lands conveyed to Charles R. Cunningham by S. B. Cunningham by deed dated April 27, 1948, recorded in Deed Book 344, Page 499. Said tract of land is described in a more detailed manner on a plat thereof made by T. T. Dill in April, 1948, with reference being made to that plat for a course and distance description. The plat to which reference is made is recorded in the office of R.M.C. for Greenville County in Plat Book FF, Page 150.

It is agreed and understood that this is a second mortgage to the mortgage held by the Travelers Rest Federal Saving and Loan Association.

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 3rd day of Jan, 1966.

Charles R. Cunningham (L. S.) (Charles R. Cunningham) (L. S.)

Signed, Sealed and Delivered in the presence of: W. R. Taylor (L. S.) Ethel C. Alherson (L. S.)

(W. R. Taylor) Ethel C. Alherson (Ethel C. Alherson)

Form PCA 402

Satisfied and cancelled this 9th day of Sept. 1970. Blue Ridge Production Credit Assn. W. R. Taylor Secty-Treas. Witness Louise Trammell

SATISFIED AND CANCELLED OF RECORD 15 DAY OF Sept 1970 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 4:13 O'CLOCK P. M. NO. 6416