

SOUTH CAROLINA, Greenville COUNTY.

In consideration of advances made and which may be made by Blue Ridge
Horace F. Forrester Borrower,
 Production Credit Association, Lender, Twenty One Thousand Seven Hundred Eighty Six Dollars and 79/100 Dollars
 (whether one or more), aggregating 21,786.79 (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section
 48-55, 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 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 Highlands Township, Greenville
 County, South Carolina, containing 142 acres, more or less, known as the Babb Place, and bounded as follows:

BEGINNING at a large poplar near the old Ward Mill and on the right bank of Pax
 Creek; thence down the meanderings of said Creek to a stake; thence up Pax Mountain
 S. 78 E. 4.50 chains to a small pine; thence N. 81 1/2 E. 3.60 chains to a pile of stone;
 thence N. 62 E. 2.32 chains to a stake; thence N. 67 E. 6.50 chains to a pine; thence
 N. 86 E. 2.23 chains to a stone; thence N. 68 E. 11.30 chains to Spanish Oak; thence
 N. 26 1/2 W. 4.24 chains to a pile of stone; thence N. 70 E. 18.26 chains to a stake near
 Pax Mountain Road; thence N. 46 E. 7.45 chains to a stake near a spring; thence N. 46 E.
 1 chain to a stone; thence N. 20 1/2 W. 24.60 chains to a stone in Mill Road; thence S. 84 W.
 7.50 chains to fork in said road; thence S. 55 W. 3.20 chains to a large double Pine;
 thence S. 84 W. 13 chains to a stake; thence N. 35 W. 3.20 chains to the beginning corner.

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 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,
 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 June 19 71

Horace F. Forrester (L.S.)
 (Horace F. Forrester) (L.S.)

Signed, Sealed and Delivered

in the presence of

W.R. Taylor (L.S.)
Louise Trammell (L.S.)
 (Louise Trammell)

S. C. R. E. Mfg. - Rev. 8-1-63

Form PCA 402

(CONTINUED ON NEXT PAGE)