In consideration of advances made and which may be made by Blue Ridge

Production Credit Association, Lender, to Ceril Sins

(whether one or more), aggregating SIXTEEN THOUSAND EIGHT HUNDRED FIFTY FIVE & 50/100-- Dollars (\$16,355,50), (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 SEVENTEEN THOUSAND FIVE HUNDRED Dollars (\$ 17,500.00), 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:

TRACT NO. 1: All that certain piece, parcel or lot of land situate, lying and being in Oaklawn Township, Greenville County, State of South Carolina, containing 25.10 acres, more or less, as shown on a plat of property of Cecil Sims prepared by C.O. Riddle, R.L.S., during March 1961, which plat, recorded in the R.M.C. office for Greenville County in Plat Book 4A, pg. 91, is by reference incorporated herein as a part of this description, and having according thereto the following courses and distances, to-wit:

BEGINNING at a point in the center of the Cooley Bridge Road, which point is North 26 degrees 28 minutes West 32.7 ft. from an iron pin on the Southern side of said road, and running thence North 26 degrees 28 minutes West 577.4 feet to a point in the center of a County Road, said point being 36.8 ft. beyond an iron pin located on the Eastern side of said road; thence North 11 degrees 40 minutes East 514.4 ft. to an iron pin; thence North 11 degrees 10 minutes East 683.4 ft. to an iron pin on a branch; thence along the branch as the line North 16 degrees 10 minutes East 314 ft. to an iron pin; thence South 32 degrees 47 minutes East 1645 ft. to a point in the center of the Cooley Bridge Road, said point being 33.6 ft. beyond an iron pin on the Northern side of said road; thence along the center of said road as follows: South 55 degrees 50 minutes West 654 ft; South 56 degrees 59 minutes West 177.9 ft.; and South 60 degrees 30 minutes West 287.4 ft. to the point of beginning.

TRACT NO. 2: All that certain piece, parcel or lot of land situate, lying and being in Oaklawn Township, Greenville County, State of South Carolina, containing 49.47 acres, more or less, as shown on a plat of the property of the Mary W. Austin Estate prepared by R.E. Dalton, Engineer, during November 1915, which plat recorded in the R.M.C. Office for Greenville County in Plat Book D, page 64, is by reference incorporated herein as a part of this description, and having according thereto the following courses and distances, to-wit:

(SEE ATTACHED RIDER FOR ADDITIONAL PROPERTY COVERED.)

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 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	24th	day of	February	,1975.
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	-	(Cecil S	f Serves	(L.S.)
	_	(00011 2		(L.S.)
Signed, Sealed and Delivered				
in the presence of:	~			(L.S.)
(Robert W. Blackwell)				
Louise dramell				
(Louise Trammell) S. C. R. E. Mtee Rev. 8-1-63				Form PCA 402