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DONNIE S. TANKERSLEY

South Carolina, GREENVILLE

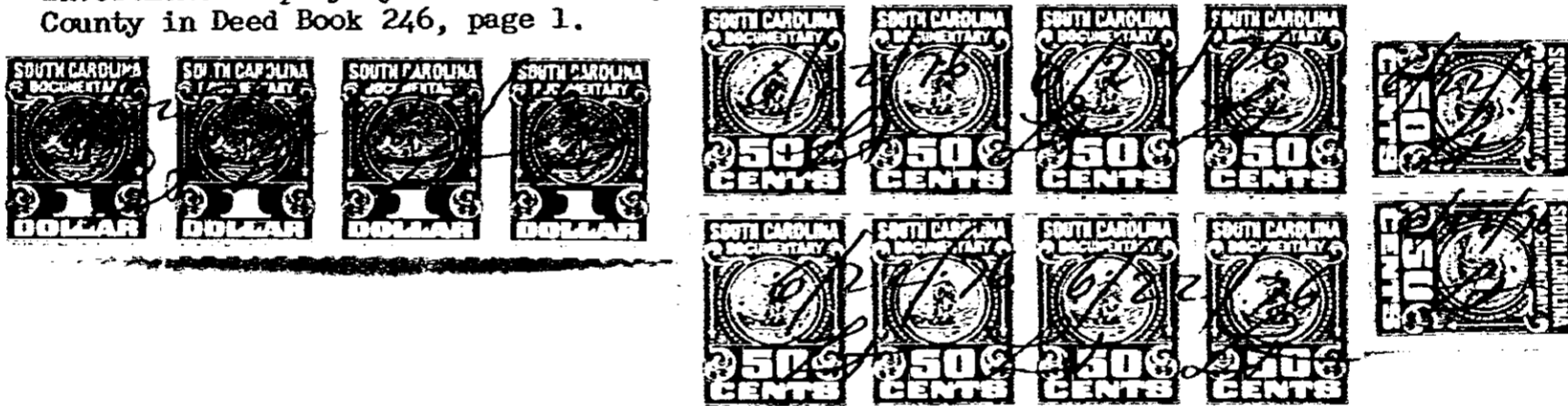
R.M.C. County:

In consideration of advances made and which may be made by Blue Ridge
 Production Credit Association, Lender, to Jack Ayers and Louise G. Ayers Borrower,
 (whether one or more), aggregating TWENTY TWO THOUSAND FOUR HUNDRED EIGHTY SEVEN & NO/100 Dollars
 (\$ 22,487.00), (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 THIRTY FIVE THOUSAND AND NO/100 Dollars (\$ 35,000.00), 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 Gantt Township, Greenville
 County, South Carolina, containing .64 acres, more or less, known as the Place, and bounded as follows:

ALL THAT PIECE, parcel or lot of land in Gantt Township, Greenville County, State of
 South Carolina, on the northeast side of the Fork Shoals Road, containing .64 of an
 acre and having the following metes and bounds and courses and distances, according
 to a survey and plat made by E.E. Gary, Surveyor, February 17, 1949.

BEGINNING at an iron pin on the northeast side of the Fork Shoals Road at the Southeast
 corner of a tract of land belonging to A.V. Tribble and Madge L. Tribble and running
 thence with the line of Tribble property N. 43-3/4 E. 3.22 chains to an iron pin; thence
 S. 34-1/2 E. 2.48 chains to an iron pin, said pin being the northwest corner of a tract
 this day conveyed by the Grantor to F.J. Ayers; thence with line of the Ayers lot S.
 54-3/4 W. 3 chains to iron pin on the northeast side of the Fork Shoals Road; thence
 along the northeast side of the Fork Shoals Road N. 40-3/4 W. 1.82 chains to an iron
 pin, being a portion of the same tract of land conveyed to L.L. Echols by the Cherry
 Investment Company by Deed dated July 8, 1942 and recorded in the RMC Office for G'ville
 County in Deed Book 246, page 1.



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 16th day of June, 19 76.

Jack Ayers (L.S.)
 (Jack Ayers)
Louise G. Ayers (L.S.)
 (Louise G. Ayers)

Signed, Sealed and Delivered
 in the presence of:
Robert W. Blackwell
 (Robert W. Blackwell)
R. Louise Trammell
 (R. Louise Trammell)

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