THIS INDENTURE, made and entered into this 29th day of October, 1964, by and between MARSHALL FARMS COOPERATIVE, a cooperative association with its office and principal place of business in the City of Greenville, Greenville County, South Carolina, Mortgagor, and COLUMBIA BANK FOR COOPERATIVES, a corporation organized and chartered under the laws of the United States, with its principal office at Columbia, South Carolina, Mortgagee, WITNESSETH THAT:

For and in consideration of One Dollar (\$1.00) cash in hand paid and of other valuable considerations, receipt of which is hereby acknowledged, and in order to secure the payment of an existing principal indebtedness of Two Hundred Eighty-two Thousand Three Hundred Sixty-five and 34/100 Dollars (\$282,365.34) evidenced by the following promissory notes of Mortgagor to Mortgagee:

<u>Date</u>	Principal Amount
July 27, 1962	\$106,000.00
July 8, 1963	19,670.00
July 8, 1963	75, 00 0.00
August 6, 1964	125,000.00

and also such future advances, whether obligatory or otherwise, as are hereafter made by Mortgagee to Mortgagor within three (3) years from the date of this mortgage but not in excess of Four Hundred Thousand and NO/100 Dollars (\$400,000.00) principal at any one time outstanding, plus interest thereon, attorney's fees and court costs, and to secure the performance and observance of all of the covenants and conditions contained herein and in the notes evidencing said indebtedness and advances, mortgagor has and does by these presents grant, bargain, sell, convey, mortgage, assign, transfer and set over to Mortgagee forever, the following described property, to wit:

Τ.

All motor vehicles, furniture, fixtures, appliances, equipment, machinery and like personal property now and hereafter owned by Mortgagor and now and hereafter located in, on or about or used in connection with the premises occupied by Mortgagor under and by virtue of the lease from the Greenville County Marketing Commission, dated July 27, 1962, covering those certain premises therein described, being a portion of the Greenville Farmers Wholesale Market property, in Greenville County, South Carolina, being located on Rutherford Road approximately 3-1/2 miles northeast from the center of the City of Greenville, including but not limited to the items specifically listed on a certain Schedule A attached to that certain mortgage dated August 1, 1962, recorded in Real Estate Mortgage Book 897, page 333, Office of the Register of Mesne Conveyance, Greenville County, South Carolina.

II.

All right, title and interest of Mortgagor under and by virtue of that certain lease from Greenville County Marketing Commission, dated July 27, 1962, to Marshall Enterprises and assigned by Marshall Enterprises to Mortgagor herein, said lease being recorded in Greenville County in Book 703, page 447, all extensions and renewals thereof and any lease executed in replacement thereof.

This mortgage shall secure only such future advances (in addition to the existing principal indebtedness hereinbefore referred to) made by Mortgagee to Mortgagor as are evidenced by promissory notes of Mortgagor to Mortgagee which specifically refer to this instrument as security therefor.

TO HAVE AND TO HOLD the above described property unto Mortgagee, its successors and assigns, forever.

This mortgage is made under the provisions of Section 45-55, as amended, of the Code of Laws of South Carolina. The notes evidencing existing indebtedness and future advances to be secured hereby shall bear interest at the rates provided therein, until paid in full, payable as provided therein.

MATTERED AND CANCELLED OF RECORD

17 -C. DAY OF July 1988

Hownie & Jankowskey

K. M.C. FOR GREENVILE COUNTY, S. C.

AT J. 32 O'CLOCK M. No. 32, 9, 90

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 106 PAGE 92