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GREENVILLE COUNTY

BOOK 1005 PAGE 607

AUG 27 3 05 PM 1965

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

CLERK OF COURT - MORTGAGE -
R. M. C.

THIS INDENTURE, made and entered into this 10th day of August, 1965, 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 Thousand and NO/100 Dollars (\$200,000.00), evidenced by two demand promissory notes of Mortgagor to Mortgagee dated August 10, 1965 in the respective principal amounts of \$50,000.00 and \$150,000.00, 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 TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) 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:

I.

All 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 in Mortgage dated August 1, 1962, recorded in Real Estate Mortgage Book 897, Page 333.

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.

The lien of this mortgage shall not be terminated or otherwise affected during the period of three (3) years from the date hereof by repayment in full, one or more times, of all indebtedness secured hereby then outstanding, unless this mortgage shall be formally released or discharged of record: Provided, however, that if at any time during three (3) years from the date of this mortgage there be no indebtedness secured hereby outstanding and no obligation of Mortgagee to make any further advances to Mortgagor, Mortgagee will, upon the written request of Mortgagor, execute and deliver to Mortgagor a satisfaction of this mortgage.

SATISFIED AND CANCELLED OF RECORD
17th DAY OF Feb 1988
Dennis S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:32 O'CLOCK P. M. NO. 35740

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 106 PAGE 1592