Production Credit Association, Lender, to Paul E. Erskine and Alice M. Erskine (whether one or more), aggregating EIGHT THOUSAND SIX HUNDRED AND NO/100-----...), (evidenced by note(s) of even date herewith, hereby expressly made a part hereoff and to secure, in accordance with Section 45-55, Code of Laws of South Carolina, 1962, (1) all existing indebtedness of Bostower 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 Botrower 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 TNENTY THOUSAND ......... Dollars (\$ 20,000,00 ), 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, burgained, sold, conveyed and mortgaged, and by these presents does hereby, grant, burgain, sell, convey and mortgage, in fee simple unto Lender, its successors and assigns:

CHARLES AND AND AND AND ADDRESS AND ADDRES

All that tract of land located in Highland and O'Neal Township, Greenville County, South Carolina, containing acres, more or less, known as the Piace, and bounded as follows: BEGINNING in the center of Old Factory Road at corner of Perry Mooten, iron pin set off 22 ft. on East side of road and running thence from center of said road S. 89-45 E., 152 ft. to an old iron pin; thence along Wooten N. 13-30 E., 946.4 ft. to iron pin; thence N. 12-52 E., 722.7 ft. along George Mills to Old Stone & iron pin; thence N. 33-12 W., 182.6 ft. to old stone & iron pin; thence N. 5-47 E., 336.8 ft. to old iron pin on line of H.G. Pittman; thence S. 71-49 E., 577.4 ft. to iron pin at corner of A.C. Few; thence along A.C. Few, S. 13-30 W., 2,213.1 ft. to center of a county road, iron pin set back on North side of road at 36.6 ft.; thence along center of said county road N. 86-00 W., 388 ft. to Old R.R. Spike in center of Old Factory Road; thence along Old Factory Road N., 7-23 W., 200 ft. and N. 3-15 W., 126.6 ft. to the beginning corner and containing 20.00 acres more or less.

ALSO, ALL of those parcels or lots of land in Oneal Township of Greenville County, S.C. located near the Millford Baptist church and about four miles northwest of the City of Greer, being shown as Lots Nos. E and 9 on a plat of property made for W.E. Bannister, plat made by W.P. Morrow, surveyor, and revised by H.S. Brockman, recorded in the R.M.C. Office for Greenville County in Plat Book MM, at page 25, and having the following courses and distances: BEGINNING on a stake on the western margin of Joan Stree, joint front corner of Lots Nos. 7 & 8 on said plat, and runs thence with the common line of Lots Nos. 7 and 8 S. 33-03 W. 298 ft. to a stake on line of property now or formerly owned by Hudson; thence with that line N. 16-50 W. 280 ft. to a stake, rear corner of Lots Nos. 9 and 10; thence with common line of lots Nos. 9 and 10 N. 83-03 E. 296.2 ft. to a stake on the western margin of Joan St., thence therewith S. 17-10 E. 280 ft. 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 Londer constitute a default under any one or more, or all instruments executed by Borrower to Londer.

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, coverants, 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, gazrantor, 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

EXECUTED, SEALED, AND DELIVERED, this the	20th day of	October	
	Po	Eralia	
	(Paul	E. Erskine)	(L.S.)
	ale		(LS)
Signed, Sealed and Delivered	(ALICE	M. Erskine)	(L.S.)
in the presence of: About w blowelf			
(Robert W. Blackwell)			

(Louise Trammell)

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

Form PCA 402