

In consideration of advances made and which may be made by BLUE RIDGE
 Production Credit Association, Lender, to James F. Nichols and Virginia P. Nichols Borrower,
 (whether one or more), aggregating Seven Thousand Three Hundred Forty Six and No/100 Dollars
7,346.00 (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section 46-24,
 as amended, 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 Ten
Thousand and No/100 Dollars (10,000.00), plus interest thereon, attorney's 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 mort-
 gage, in the simple unto Lender, its successors and assigns:

All that tract of land located in Paris Mtn. Township, Greenville
 County, South Carolina, containing 64.88 acres, more or less known as the Belue Place, and bounded as follows:

ALL THAT PIECE, parcel or lot of land, lying and being in the State of South Carolina, County
 of Greenville, in Paris Mountain Township, situate on the Northern side of Saluda River and
 being a part of the Warren H. Hunt place, bounded on the East by A. C. Batson (formerly the
 old Hunt Mill Tract) on the South by Saluda River, on the West by Berry, on the North by the
 Greenville-Pickens Highway, known as Hunts Bridge Rd., being shown as lots 2, 3 and 6 on plat
 book J at page 39, and having the following metes and bounds to-wit:
 BEGINNING at a stone at the corner of Batson and Martin (formerly Warren Gibson Estate) and
 running thence with Batson line N 36-30 E, 1200 ft. to Batson; thence N 29-30 E, 130 ft. to a
 point; thence N 25 E, 289 ft. more or less, to Highway; thence N 47 E along the Highway 212
 ft. to a point; thence N 53 W 340 ft. to a point at the intersection of the old Greenville-
 Pickens Highway, now known as Lake Rd.; thence along the old road, S 65-30 W, 421 ft. to a
 bend; thence N 38-30 W, 141 ft. to a bend; thence N 51-10 W, crossing the branch, 335 ft. to
 a bend; thence S 36-45 W, 356 ft. to a bend; thence S 19 W 349 ft. to a bend; thence S 46-15 W
 147.5 ft. to a bend; thence S 62-30 W, 125.2 ft. to a bend; this being common corner of Lots 3
 and 6; thence along Lake Road, S 88 W, 129 ft. to a bend; thence S 73 W, 337 ft. to the corner
 of Lot 6, known as Berry's land; thence S 13-30 E, 730 ft.; thence S 76-30 W, approximately
 1250 ft. to the Northern bank of Saluda River; thence down the River approximately 1200 ft. to
 Martin, formerly Warren Gibson; thence N 34 E, 66 ft. to a point; thence N 86-30 E, 175 ft.
 to a point; thence S 71 E, 132 ft. to a point; thence N 57 E, 141 ft. to a point; thence N 40 E
 56 ft. to a point; thence N 77-15 E, 110 ft. to a point; thence S 65-30 E, 231 ft. to a point;
 thence S 84-30 E, 413 ft. to the point of BEGINNING. Less, however, Lots 1 and 2 sold to
 Raymond and Dorothy Painter and Thomas Painter, in deed book 716, page 275, and book 716 at
 page 277, which lots front a total of 160 ft. on Lake Road. This is the same property conveyed
 to us by W. L. Belue as 64.88 acres, in deed book 680 at page 317, less the two lots above
 mentioned.

It is agreed and understood that this is a second mortgage to the mortgage held by The
 Travelers Rest Savings and Loan Association.

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 claim-
 ing 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, condi-
 tions, agreements, representations and obligations contained in all mortgages executed by Borrower to Lender according to the true intent of said Mortgage, 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 assigns of Lender may make advances hereunder, and all
 such advances and all other indebtedness of Borrower to such successor or assigns shall be secured hereby. The word "Lender" shall be construed to include the Lend-
 er herein, its successors and assigns.

EXECUTED, SEALED, AND DELIVERED, this the 26th day of September 1963

Signed, Sealed and Delivered
 in the presence of
W. R. Taylor (W. R. Taylor)
E. E. Johnson (Ethel M. Johnson)
James F. Nichols (James F. Nichols)
Virginia P. Nichols (Virginia P. Nichols)

Form FGA 408

Satisfied and Cancelled this 2nd day of

Nov. 19 64

Blue Ridge Production Credit Association

W. R. Taylor
E. E. Johnson
 Witnesses

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Ellie Lamswood
 R.M.S.
101 P. 13228