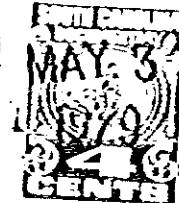


PLEASE MAIL

SOUTH CAROLINA, GREENVILLE COUNTY.

GREENVILLE CO. S. C.
MAY 29 1979
R.H.C. HICKERSLEY



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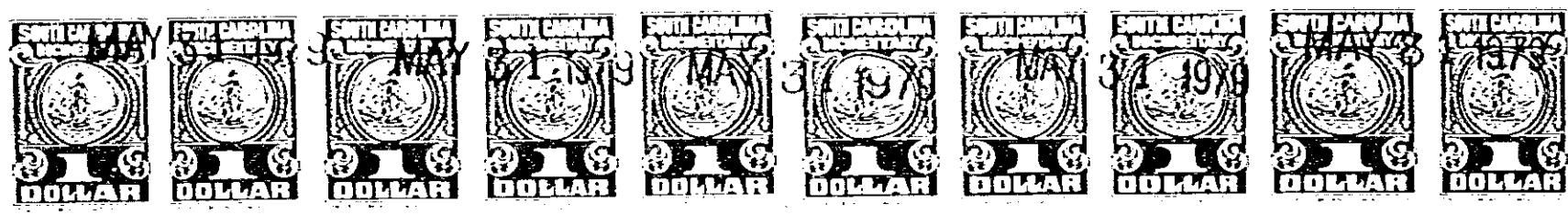
In consideration of advances made and which may be made by Blue Ridge
 Production Credit Association, Lender, to Albert R. Bates and Billy D. Bates Borrower,^S
 (whether one or more), aggregating TWENTY EIGHT THOUSAND FORTY FIVE DOLLARS & 24/100 Dollars
 (S 28,045.24), evidenced by note(s) or even date 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 FORTY FIVE THOUSAND & NO/100
 Dollars (\$ 45,000.00), 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 Greenville Township,
 County, South Carolina, containing 73 acres, more or less, known as the _____ Place, and bounded as follows:

ALL THAT Plantation, tract of parcel of land containing Seventy-three (73) acres, more or less, situate, lying and being in the County and State aforesaid on Sink Hole Fork of Tyger River, and having the following metes and bounds to-wit: Beginning at a rock on the side of the road and running thence S. 78-1/3 E. on a marked and agreed line between Joseph Barton and William Barton, Sr. 23.90 chains to a rock X; thence N. 9 W. 3.96 chains to a persimmon; thence N. 58 E. 15 chains to a pin X; thence N. 37 E. 22.80 chains to a chestnut X; thence N. 2 W. 3.25 to a Poplar on a branch; thence down said branch following the meanders thereof as a line, in a general direction approximateing S. 56 1/4 W. about 19.43 to a Hickory X in Thomas Barton's or M.B. Fowler's field on the bank of said branch; thence S. 14 E. 9.50 to a stake X; S. 74 W. 6.50 chains to a sweet-gum on the bank of said branch; thence S. 70 W. 27 to a stake in Road; thence South to the middle of the Road and thence to the Rock at the beginning corner, said tract now or formerly being bounded by lands of Tinsley Ballenger, James Gosnell, Mrs. Lizzie Barton, and Thomas Burrell, being known as the Glassey Mountain Tract.

THE subject property is also known as Lot 1, Block 1, on Sheet 644.2 of the Greenville County Block Book Maps.

THIS is a portion of the property conveyed to Billy D. Bates, Albert R. Bates and Jack M. Bates by deed of W. H. Bates, recorded on June 26, 1970 in Deed Book 893 at page 1. The 1/3 interest of Jack M. Bates has been conveyed to the mortgagor, Albert R. Bates by deed to be recorded of even date herewith.



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.

A default under this instrument or under any other instrument heretofore or hereafter executed by Borrower and/or Undersigned to Lender, or a default by Borrower, and/or Undersigned under any instrument(s) constituting a lien prior to the lien of this instrument, shall, at the option of Lender, constitute a default under any one or more or all instruments executed by Borrower and/or Undersigned to Lender. In case of such default, at the option of Lender, all indebtedness due from Borrower and/or Undersigned to Lender may be declared immediately due and payable.

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 debt, 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.

In the event Lender becomes a party to any legal proceeding (excluding an action to foreclose this mortgage or to collect the debt hereby secured), involving this mortgage or the premises described herein (including but not limited to the title to the lands described herein), Lender may also recover of Undersigned and/or Borrower all costs and expenses reasonably incurred by Lender, including a reasonable attorney's fee, which costs, expenses and attorney's fee when paid by Lender shall become a part of the debt secured hereby and shall be immediately payable upon demand, and shall draw interest from the date of advance by Lender until paid at the highest rate provided in any note or other instrument secured hereby.

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 30th day of May, 19 79
 Signed, Sealed and Delivered in the Presence of:
Allen Reese (L. S.)
Deeds M. Reese (L. S.)
Albert R. Bates (L. S.)
Billy D. Bates (L. S.)
 Billy D. Bates

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