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Production Credit Association, Lender, to Larry A. Wise and Ruth H. Wise borrower, (whether one or more), aggregating SEVENTEEN THOUSAND TWENTY NINE DOLLARS AND S4/100--Dollars (\$ 17,029.84), (evidenced by note(s) 81/200/2000 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 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 THOUSAND AND NO/100--- Dollars (\$ 40,000.00), 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the southwesterly side of Sylvania Drive, near the City of Greenville, S.C., being known and designated as Lot No. 34 on plat of Dogwood Terrace, as recorded in the RMC Office for Greenville County, S.C., in Plat Book UU, page 5, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Sylvania Drive, said pin being the joint front corner of Lots 33 and 34 and running thence with the common line of said Lots S 58-03 W. 159.9 feet to an iron pin; thence N. 32-42 W.97.4 feet to an iron pin, the joint corner of Lots 34 and 35; thence N. 57-18 E. 184 feet to an iron pin on the southwesterly side of Sylvania Drive; thence with the southwesterly side of Sylvania Drive S. 19-45 E. 52.3 feet to an iron pin; thence S 18-05 E. 50 feet to an iron pin, the point of beginning.

ALSO, ALL that certain piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, near and being known and designated as lot or Tract No. 20 of a subdivision known as Boiling Springs Estates, a plat of which is of record in the RMC Office for Greenville County in Plat Book YY, at Pages 14-15, and having the following metes and bounds to-wit:

BEGINNING at a point on the northern side of Phillips Road at the joint corner of Lots 19 and 20, and running thence with the northern side of Phillips Road S. 79-43 W. 180 feet to a point; thence with the curvature of the north-eastern intersection of Phillips Road with Browning Drive (the chord of which is N. 55-17 W.) 28.3 feet to a point; thence with the eastern side of Browning Drive N. 180 feet to a point at the joint corner of Lots 20 and 21; thence N. 79-43 E. 200 feet to a point at the joint rear corner of Lots 20 and 21; thence S. 10-17 E. 200 feet to a point on the northern side of Phillips Road at the point of beginning. This conveyance is made subject to such easements, rights-of-way and restrictions of record or as appear on the premises.

This is the same property conveyed to grantor by deed, as recorded in the RMC Office of Greenville County in Deed Book 949 at page 49.

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.

IOGETHER with all and singular the rights, members, hereditaments and apportenances 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, 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 debtor, surety, guaranter, 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 hereby. The word "Lender" shall be construed to include the Lender herein, its successors and assigns.

EXECUTED, SEALED, AND DELIVERED, this the	15th day of Marc	h,197.4
This is a second Mortgage.	Jarry Av Wise)	<u>) ins</u> (LS.)
Signed, Sealed and Delivered	-Kuth H. Wise)	(L.S.)
in the presence of: (Robert W. Blackwell)		(L.S.)
(Iouise Travell)		Form PCA 402