

S. C. Documentary tax stamps of 1.20 on note.

SOUTH CAROLINA, Greenville COUNTY.

In consideration of advances made and which may be made by Greenville Production Credit Association, Lender, to Charles R. Cunningham, Borrower (whether one or more), aggregating Three Thousand and 00/100 Dollars (\$ 3000.00), (evidenced by note(s) dated Dec. 16, 19 58, hereby expressly made a part hereof) and to secure said advances, and any additional advances (not exceeding an equivalent amount), that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, all renewals and extensions thereof, and all other indebtedness now due or to become due or hereafter contracted, with interest until paid as provided in said note(s), and costs, including a reasonable attorney's fee of not less than ten per centum (10%) 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 Bates Township, Greenville County, South Carolina, containing 22 1/2 acres, more or less, known as the place, and bounded as follows:

All that piece, parcel and tract of land lying and being in Bates Township, Greenville County, South Carolina, lying on the eastern side of the Talley Bridge Road, about 1/4 miles northwest of Pleasant Retreat School, bounded by lands now or formerly of John White on the north; Earl Benson on the east; S. B. Cunningham on the south and William Childs on the west, containing Twenty-Two and One-Half (22 1/2) acres, more or less, and being the same lands conveyed to Charles R. Cunningham by S. B. Cunningham by deed dated April 27, 1948, recorded in Deed Book 344, Page 499. Said tract of land is described in a more detailed manner on a plat thereof made by T. T. Dill in April, 1948, with reference being made to that plat for a course and distance description. The plat to which reference is made is recorded in the office of R. M. C. for Greenville County in Plat Book pp, Page 150,

This is a junior mortgage to a mortgage being given to the Federal Land Bank for Seven Thousand Eight Hundred Dollars (\$7,800.00) today.

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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 person 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 a certain recorded crop and/or chattel mortgage executed by Borrower to Lender according to the true intent of said Chattel Mortgage and/or Crop Lien, 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.

EXECUTED, SEALED, AND DELIVERED, this the 16th day of December, 19 58.

Charles R. Cunningham (L. S.) Charles R. Cunningham (L. S.)

Signed, Sealed and Delivered in the presence of: Evelyn Miller Evelyn Miller W. R. Taylor

PROBATE FOR INDIVIDUALS

SOUTH CAROLINA, Greenville COUNTY.

PERSONALLY appeared before me Evelyn Miller and made oath that he saw the within-named Charles R. Cunningham sign, seal, and as his act and deed deliver the within mortgage; and that he, with W. R. Taylor witnessed the execution thereof.

Sworn to and subscribed before me this the 16th day of December, 19 58 W. R. Taylor (L. S.) Notary Public for South Carolina.

Evelyn Miller Evelyn Miller