

NOV 14 2 04 PM '77
DONNIE S. TANKERSLEY
R.M.C.

South Carolina, GREENVILLE County.

In consideration of advances made and which may be made by Blue Ridge
Production Credit Association, Lender, to James Patrick Cunningham & Nelle Elizabeth K. Cunningham,
Borrowers
(whether one or more), aggregating FIVE THOUSAND ONE HUNDRED SIXTEEN DOLLARS & 08/100-- Dollars
(\$ 5,116.08), (evidenced by note(s) of 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 TWELVE THOUSAND AND NO/100----- Dollars (\$ 12,000.00), 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 _____ Township, Greenville
County, South Carolina, containing 5.6 acres, more or less, known as the _____ Place, and bounded as follows:

ALL that piece, parcel or lot of land containing 5.63 acres, situate, lying and being on the
eastern side of Cunningham Road in the County of Greenville, State of South Carolina, being shown
and designated on Plat of James Patrick Cunningham, dated May 11, 1977, prepared by W.R. Williams,
Jr., RE & LS, recorded in Plat Book 6E, at Page 48, as follows:

BEGINNING at a spike in the center of Cunningham Road and running thence N. 6-37 W. 50 feet to
a spike; thence N. 68-51 E. 480.1 feet to an iron pin; thence S. 79-25 E. 496.8 feet to an iron
pin; thence N. 84-27 E. 175.4 feet to an old iron pin; thence S. 48-21 W. 498.9 feet to an old
iron pin; thence N. 76-00 W. 754.7 feet to a spike in the center of Cunningham Road, the point
of beginning.

ALSO, an easement appurtenant for the purposes of ingress and egress, 10 feet in width, over and
along that certain existing roadway leading from Cunningham Road to the above described property,
which roadway crosses other property owned by the Grantor and Grantees adjoining the above-
described property on its northern side.

This is the same property acquired by the grantor(s) herein by deed of Joseph R. Cunningham and
Kathryn C. Cunningham, dated 6-28-77, and recorded in the Office of the RMC, in Deed Book 1059,
Page 418 and 422, in Greenville County, Greenville, S.C.



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 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, 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 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 2nd day of November, 19 77

James Patrick Cunningham (L.S.)
Nelle Elizabeth K. Cunningham
Nelle Elizabeth K. Cunningham (L.S.)

Signed, Sealed and Delivered
in the presence of:
Robert W. Blackwell
R. Louise Trammell
Robert W. Blackwell
R. Louise Trammell
S. C. R. E. Mtr. - Rev. 8-1-63

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