

GREENVILLE, S. C.

JUN 11 4 02 PM '73

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AFFIDAVIT FILED R. W. [Signature]

GREENVILLE

DONNIE S. TANKERSLEY COUNTY CLERK

SOUTH CAROLINA

In consideration of advances made and which may be made by Blue Ridge  
 Production Credit Association, Lender, to Ronald P. Herndon and Frances J. Herndon Borrower,  
 (whether one or more), aggregating SIXTY EIGHT HUNDRED AND NO/100 Dollars  
 (\$ 6,800.00 ), (evidenced by note(s) of even date herewith, hereby expressly made a part hereof) and to secure, in accordance with Section  
 43-55, 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 EIGHT THOUSAND Dollars (\$ 8,000.00 ), 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 9.78 acres, more or less, known as the \_\_\_\_\_ Place, and bounded as follows:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of  
 South Carolina, County of Greenville, being a portion of the Virgil O. Roberson, Jr.  
 Estate and being more particularly shown on a plat prepared by Charles F. Webb, RLS,  
 dated April 21, 1973, entitled "Property of Virgil O. Roberson, Jr." and according to  
 said plat having the following metes and bounds, to-wit:

BEGINNING at a point in the center of McKittrick Road 550 ft, more or less, North of the  
 intersection of McKittrick Road and River Road and running thence, N. 80-38 W. 979.8 ft.  
 to an iron pin; thence then turning and running, N. 4-25 E. 147.9 ft. to a stone; thence  
 continuing, N. 4-35 E. 328 ft. to an old iron pin; thence turning and running S. 73-15 E.  
 1096.93 ft. to a point in the center of McKittrick Road; thence with the center of said  
 Road, S. 20-53 W. 340 ft. to the point of beginning; containing 9.78 acres, more or less,  
 and being a portion of the property conveyed to Mortgagor by deed of Gary A. Hawkins of  
 even date.

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,  
 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 11th day of May, 1973.

Signed, Sealed and Delivered

by the signature of Robert W. Blackwell  
 (Robert W. Blackwell)  
 Notary Public  
 S. C. Notary Public No. 6163

Ronald P. Herndon (L.S.)  
 (Ronald P. Herndon) (L.S.)  
Frances J. Herndon (L.S.)  
 (Frances J. Herndon)