

AFFIDAVIT FILED R.M.

RECORDED
GREENVILLE, SOUTH CAROLINA

FILED
GREENVILLE, CO. S. C.
MAR 2 1 12 PM '38
COUNTY

1938 MAR 029

In consideration of advances made and which may be made by Blue Ridge
Production Credit Association, Lender, to Roland Lupu and Joyce S. Lupu Borrower,

(whether one or more), aggregating NINETEEN THOUSAND AND NO/100 Dollars
(19,000.00), (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 FORTY THOUSAND 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 tract of land located in _____ Township,
County, South Carolina, containing 53.75 acres, more or less, known as the _____ Place, and bounded as follows:

All that certain tract of land lying in the State of South Carolina, County of Greenville, on the Fork Shoals Road, shown as 53.75 acres on a plat of property of T.M. and Joe A. Garrett by Dalton & Neeves, Engineers, dated December 1938, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center of the Fork Shoals Road at the corner of a 31.25 acre tract and running thence with said tract S. 16-35 E. 2,163.4 ft. to an iron pin on the line of property now or formerly of Charles King; thence S. 65-15 E. 523.6 ft. to an iron pin; thence N. 12-40 E. 1,314 ft. to an iron pin; thence N. 20-30 W. 372.5 ft. to iron pin; thence N. 71-30 E. 158.4 ft. to an iron pin; thence N. 25-30 W. 1,325 ft. to an iron pin on the Southern side of Fork Shoals Road; thence N. 11-20 W. 25 ft. to a point in the center of said Road; thence with the said Road S. 46-30 W. 355 ft. to a point; thence still with said Road S. 57-50 W. 688 ft. to the point of beginning.

This is the same property conveyed to James W. Mahon and Wilbur Mahon ~~EX~~ by deed recorded in R.M.C. Office for Greenville County in deed Book 663, page 479. And the identical property conveyed by James W. Mahon and Wilbur Mahon to Roland J. Lupu and Joyce S. Lupu by deed recorded in R.M.C. Office for Greenville County in Deed Book 805 Page 235.

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 1st day of March, 19 73

Signed, Sealed and Delivered
in the presence of:
Robert W. Blackwell
(Robert W. Blackwell)
Roland Lupu (L. S.)
Joyce S. Lupu (L. S.)
Ray Brackton (L. S.)