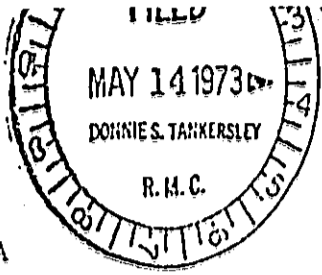


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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

WHEREAS, the undersigned corporation, VINEYARD VILLAGE, INC., a North Carolina corporation, hereinafter called the mortgagor, in and by its two certain promissory notes in writing of even date with these presents, is well and truly indebted to HARRY W. SMITH, hereinafter called the mortgagee, in the full and just sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), to be paid at Atlanta, Georgia, or at such other place as the holder may designate in writing, together with interest thereon from date hereof until maturity at the rate of ten (10%) percentum per annum, said principal and interest being payable as follows:

The first of said notes, being in the principal amount of \$10,000.00 and bearing interest at the rate of 10% (Ten Percent) per annum, is payable as to principal and interest in one installment on or before April 2, 1974. The second of said notes, being in the principal amount of \$10,000.00 and bearing interest at the rate of Ten (10%) Percent per annum, is payable in two installments of principal on or before April 2, 1975.

All installments of principal and interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of twelve (12%) percentum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by both said notes to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said notes, or either of them, after their, or its maturity, should be placed in the hands of an attorney for suit or collection or if before maturity said notes, or either of them, should be deemed by the holder thereof necessary for the protection of his interests to place, and the holder should place, the said notes, or either of them, or this mortgage in the hands of an attorney for any legal proceedings, then and in any of said cases the mortgagor promises to pay all costs and expenses, including ten (10%) percent of the indebtedness as attorneys fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the undersigned mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee according to the terms of the said notes, and also in consideration of the further sum of TEN DOLLARS, to use, the said mortgagor in hand and truly paid by the said mortgagee at and before the signing of these Presents, the receipt thereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said HARRY W. SMITH, his heirs and assigns, forever: