

AFFIDAVIT FILED *File*

GREENVILLE CO. S. C.  
MAR 20 12 52 PM '73

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SOUTH CAROLINA, Greenville S. TANKERSLEY COUNTY, S.C.

In consideration of advances made and which may be made by Blue Ridge Production Credit Association, Lender, to David A. Henderson and Maude B. Henderson Borrowers,

(whether one or more), aggregating SIX THOUSAND AND NO/100 Dollars (\$6,000.00), (evidenced by note(s) of ~~the same date~~ <sup>dated 2-2-73</sup> 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 indebtedness 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 TEN THOUSAND AND NO/100 Dollars (\$10,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than \$100.00 per hour of the attorney's time spent in connection with this instrument, 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.

iron pin; thence S. 52 W. 380.2 feet to iron pin in middle of Fountain Inn and Fork Shoals Road; thence along said road S. 8-1/2 W. 246.2 feet; thence S. 22 W., 245.5 feet; thence S. 44 W., 217.8 feet to the beginning corner, containing ninety-two (92) acres, more or less, and more particularly described by a plat drawn by W. A. Adams, August 25, 1916, and being bounded by lands now or formerly of M. R. Henderson, J. B. Wasson, and Fairview Church, and known as the Old Britt Place.

This is the same tract of land conveyed by Estate of J. B. Wasson to Maude B. Henderson, David A. Henderson, Edith S. Henderson and Harry P. Henderson, by deed recorded August 16, 1960, in Deed Book 657, at Page 48, R.M.C. Office for Greenville County, S. C.

Harry P. Henderson died testate on March 12, 1968, leaving his undivided one-fourth (1/4) interest in said property to his widow, Edith S. Henderson, the grantor herein.

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GREENVILLE CO. S. C. *File*  
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DONNIE S. TANKERSLEY  
R.M.C.

36732

SATISFIED AND CANCELLED THIS  
6th DAY OF June, 1973  
BLUE RIDGE PRODUCTION CREDIT ASSN.

WITNESS *R. Louise Drummell*  
SECRETARY-TREASURER

*Cancelled  
Donnie S. Tankersley  
R.M.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 cause 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 Mortgage, then this instrument shall cease, terminate 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 and 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.

10th March 1973

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