

AFFIDAVIT FILED *P*

STATE OF SOUTH CAROLINA ) FILED  
COUNTY OF GREENVILLE GREENVILLE CO. S. C.

Mortgage of Real Estate

To All Whom These Presents May Concern:

Robert H. Yeargin, herein called mortgagor,

SENDS GREETING:

WHEREAS, Yeargin Construction Company, Inc., is well and truly indebted to The South Carolina National Bank in and by a certain loan agreement dated March 29, 1974.

NOW, KNOW ALL MEN, That the said mortgagor, Robert H. Yeargin, in consideration of said debt and as an inducement to The South Carolina National Bank to enter into said agreement and advance funds thereunder, and in order to secure the performance of the terms and conditions of said agreement and the repayment of any and all funds advanced from time to time thereunder and in consideration of the further sum of Three Dollars to said mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto The South Carolina National Bank.

All those pieces, parcel or lots of land described on Exhibit A and B attached hereto and made a part hereof.

TOGETHER with all and singular the Rights, Members, Hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said mortgagee, its heirs, successors and assigns forever. And the said mortgagor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said mortgagee, the mortgagee's heirs, successors and assigns, from and against itself, its successors and assigns, and every person whomsoever claiming or to claim the same or any part thereof.

Mortgagor agrees that immediately upon any default under the loan agreement, as defined therein, or if default be made in the full and prompt performance of any covenant or agreement contained herein and such default continues for thirty calendar days after such default, then on the happening of any one or more of these events, this conveyance shall become absolute and the whole indebtedness and obligations secured hereby shall immediately become due and payable, at the option of the mortgagee, without notice or demand, and this mortgage may thereupon be foreclosed.

