929 Rutherford Rd
Greenville SC

MORTGAGE - INDIVIDUAL FORM - DILLARD & MITCHELL, P.A., GREENVILLE, S.C.

1435 PG 195

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Gerald J. Bender and Lois K. Bender

(hereinafter referred to as Mortgagor) is well and truly indebted unto Frances Lynch and The Caine Co.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Fifteen Thousand and no/100----------Dollars ($ 15,000.00) due and payable as provided in the terms of the promissory note of even date, said terms are incorporated herein by reference

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars ($3.00) to the 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 Mortgagee, its successors and assigns:

ALL that piece, parcel or lot of land situate, lying and being on the northern side of Rutherford Road (also known as South Carolina Highway No. 21) in the City of Greenville, Greenville County, South Carolina being known and designated as Lot No. 5 and the eastern one-half of Lot No. 4 as shown on a plat entitled MAP OF WEST CROFTSTONE ACRES made by W. D. Neves, dated March 1917, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book E at Pages 35 and 36 and also shown on a plat by R. E. Dalton dated July, 1940, and having according to a more recent survey thereof entitled PROPERTY OF GERALD J. BENDER AND LOIS K. BENDER made by Freeland & Associates dated October 18, 1979 recorded in Plat Book 7-R at Page 87, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of the right of way of Rutherford Road at the joint corner of lots nos. 5 and 6 and running thence along the northern edge of the right of way of Rutherford Road, S. 66-53 W. 88.8 feet to an iron pin and S. 73-13 W. 213.8 feet to an iron pin; thence a line through Lot No. 4, N. 13-05 W. 214.6 feet to an iron pin in the rear line of lot no. 14; thence along the common line of lots nos. 4 and 14, N. 67-31 E. 98.7 feet to an iron pin at the old joint corner of lots nos. 4, 5, 14 and 15; thence along the common line of lots nos. 5 and 15, N. 73-50 E. 224.6 feet to an iron pin; thence along the common line of lots nos. 5 and 6, S. 7-29 E. 214.6 feet to an iron pin on the northern side of Rutherford Road, the point of beginning.

The above property is the same property conveyed to Gerald J. Bender and Lois K. Bender by deed of Frances Lynch of even date to be recorded herewith.

The within mortgage is a second mortgage junior in lien to a first mortgage given to Fidelity Federal Savings and Loan Association dated October 19, 1979 in the original amount of $60,600.00.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

4328 RV.2