

REAL ESTATE MORTGAGE

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

MORTGAGOR(S)/BORROWER(S)

David C. Benson and  
Carolyn Benson  
309 Boling Road  
Taylor, South Carolina

MORTGAGEE/LENDER

Sunamerica Financial Corporation  
33 Villa Road, Suite 201  
Greenville, South Carolina

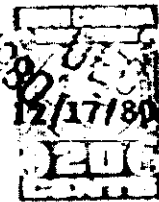
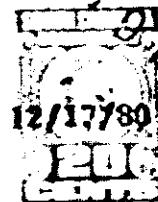
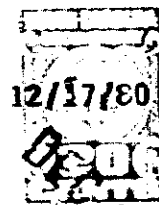
Account Number(s) 40327-9

Amount Financed \$4,780.77 Total Note \$6,816.00

KNOW ALL MEN BY THESE PRESENTS, that the said Borrower, in consideration of the debt referred to by the account number(s) and amount financed above, and of the sum of money advanced thereunder, which indebtedness is evidenced by Borrower's note bearing the date 17th day of December, 1980, providing for installment payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 22nd day of December, 1984; and in the further consideration of (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 time not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00), 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 fifteen per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 96 as shown on a plat of the subdivision of OAKVIEW Sec IV, recorded in the RMC Office for Greenville County, in plat book 4X page 91.

This is one of the lots conveyed to grantor by Burlington Industries, Inc. by deed dated 2/17/72 recorded 2/22/72 in deed vol. 936 page 567 and is conveyed subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat or on the premises.



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together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, water stock and all fixtures now or hereafter attached to the property, all of which, including replacements or additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage; and all of the foregoing, together with said property (or the leasehold estate if this mortgage is on a leasehold), are referred to as the "property". DERIVATION: Title passed from \_\_\_\_\_

Westminster Company

to Borrower by Deed recorded 3/26 1976  
in the Office of the RMC  
for Greenville County in Volume 1033  
at Page 735

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), that he has good, right and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever (if none, so state.)

Colonial Mortgage Company

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