



# MORTGAGE

THIS MORTGAGE is made this 13th day of July 1981 between the Mortgagor, Stevenson E. Bennett and Debra Lynn Bennett (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Four thousand, one hundred, sixty-nine and 52/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 1981 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1984

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land lying and being in the State of South Carolina, County of Greenville, on the west side of 3rd Avenue in Judson Mills No. 1 Village being known and designated as Lot No. 6 as shown on a plat of Section 1 of Judson Mills Village made by Dalton and Neves, Engineers, in August, 1939, which plat is recorded in the RMC Office for Greenville County in Plat Book K at pages 11 and 12, and having, according to said plat, the following metes and bounds:

Beginning at an iron pin at the joint front corner of Lot Nos. 5 and 6 on the western side of Third Avenue and running thence along said Third Avenue S. 4-30 W. 70 feet to an iron pin; thence running N. 85-30 W. 88 feet to an iron pin; thence running N. 4-30 E. 70 feet to an iron pin; thence running S. 85-30 E. 88 feet to an iron pin, the point of beginning.

This is the same property conveyed by deed of H. C. Cash, dated and recorded 9/29/78 in volume 1088 page 866 of the RMC Office for Greenville County, SC.

which has the address of 38 Third Ave., Judson, Greenville, Greenville County, SC, 29611 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, 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, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and 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 herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

RMC 1015 1981 07 24 21

4328 RV-2