MORTGAGE OF REAL ESTATE prepared by E. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601 800x 15/8 FASE 102

- S. C.

STATE OF SOUTH CAROLINA **COUNTY OF GREENVILLE**

MORTGAGE OF REAL ESTATE

OU 102 TO ALL WHOM THESE PRESENTS MAY CONCERN:

RSLEY WHEREAS, I, Ralph Cannon Benson, Jr., (same person as Ralph C. Benson, Jr.),

(hereinafter referred to as Mortgagor) is well and truly indebted unto N-P Employees Credit Union, P.O. Box 1688, Greenville, South Carolina 29602, (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 Twelve Thousand and No/100-----Dollars (\$ 12,000.00) due and payable as follows Three Hundred Forty-Five and 31/100 (\$345.31) Dollars on September 30, 1982, and Three Hundred Forty-Five and 31/100 (\$345.31) Dollars on the last day of each and every month thereafter until August 31, 1986, when the entire unpaid balance of principal and interest shall be due and payable. Payment to be applied first to the interest and then to the principal,

per centum per hone to be paid: monthly with interest thereon from date at the rate of 1.38 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 aforesald 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 heirs, successors and assigns:

ALL that piece, parcel or lot of land situate, lying and being at the southern corner of the intersection of Farrs Bridge Road and Harbor Drive near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot 33 on a "Map of Lake Harbor" which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book MM at Page 15 and having such metes and bounds as shown thereon. Reference to which is hereby specifically made.

The lien created by this Mortgage is junior to and second in priority to the lien created by a Mortgage covering the same property executed by Ralph Cannon Benson, Jr., to C. Douglas Wilson & Co., dated April 21, 1965, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 992 at Page 239, on April 22, 1965.

This is the same property conveyed by Alice M. Hooper to Ralph Cannon Benson, Jr. by a Deed dated April 21, 1965 and recorded in said R.M.C. Office on April 22, 1965, in Deed Book 771 at Page 492.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and 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 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 hot 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.
