

MORTGAGE

THIS MORTGAGE is made this 1st day of November 1984, between the Mortgagor, DANIEL EDWARD BENHAM and PATRICIA E. BENHAM (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy thousand, and 00/100 (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated 11/1/84 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 11/1/91

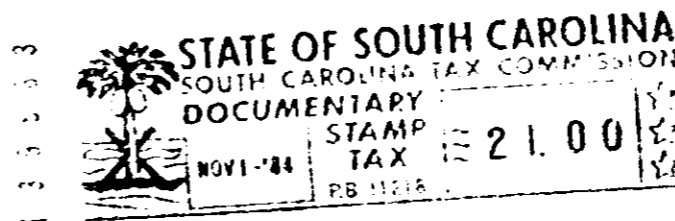
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the northwesterly side of Silver Pine Court, near the City of Greenville, S. C. being known and designated as Lot No. 315, on plat entitled "Map No. 1, Section I, Sugar Creek, as recorded in the RMC Office for Greenville County, S. C. in plat book 5-D at page 18, and having, according to a more recent survey prepared by Freeland & Associates, dated March 28, 1983, entitled "Property of Daniel Edward Benham and Patricia E. Benham, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Silver Pine Court, said pin being the joint front corner of Lots 314 & 315 and running thence with the common line of said lots N. 67-03-58 W. 143.92 feet to an iron pin, the joint rear corner of Lots 314 & 315; thence S. 26-27-02 W. 104.06 feet to an iron pin, the joint rear corner of Lots 315 & 316; thence with the common line of said lots S. 52-15-37 E. 167.11 feet to an iron pin on the northwesterly side of Silver Pine Court; thence with the northwesterly side of Silver Pine Court N. 37-44-23 E. 65 feet to an iron pin; thence continuing with said Court on a curve, the chord of which is N. 07-44-23 E. 50 feet to an iron pin; thence continuing with said Court on a curve, the chord of which is N. 00-20-13 E. 38.42 feet to an iron pin, the point of beginning.

This is the same property conveyed to mortgagors by Gerald A. Vilag & Patricia I. Vilag by deed dated 3/28/83 recorded 3/29/83 in deed vol 1185 page 127 of the RMC Office for Greenville County, S. C.

This mortgage is junior in lien to a mortgage held by Bankers Mortgage Corp. recorded in vol. 1599 page 417.



which has the address of 109 Silver Pine Court Greer (Street) (City) S. C. 29651 (herein "Property Address"); (State and Zip Code)

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.

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