

FILED
GREENVILLE, CO. S. C.
2 4 39 PM '73

MORTGAGE

THIS MORTGAGE is made this Second day of March, 1973, between the Mortgagor, James A. Bennefield and Dawn A. Bennefield (herein "Borrower"), and the Mortgagee, James Financial Corporation, a corporation organized and existing under the laws of Ohio, whose address is 170 7 Cleveland Ave. N.W., Canton, Ohio (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Three Thousand Three Hundred and No/100 (\$23,300.00)----- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2003;

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 20 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, with improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, south of Greer, and being known and designated as Lot 46 of Lakeview Heights Subdivision, and according to the plat of "Lakeview Heights Subdivision" being duly recorded in Plat Book RR at Page 19 in the R.M.C. Office for Greenville County and further defined by the plat for the within mortgagors to be recorded herewith, by Wolfe & Huskey, RLS, on March 1, 1973 as having the following metes and bounds to-wit:

BEGINNING at the joint front corner of Lots 45 and 46 on Lakeland Drive and running thence S. 27-52 W. 215.5 ft., thence N. 55-18 W. 100.7 ft., thence N. 27-52 E. 204.4 ft., thence along Lakeland Drive S. 61-36 E. 100 ft. to the point of beginning.

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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.