

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

1980-12-17
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RICHARD A. BENE and JANICE C. BENE

hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

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 NINE HUNDRED TWO AND 40/100-----**
Dollars (\$ 12,902.40) due and payable

with interest thereon from December 17, 1980 at the rate of 14.74 per centum per annum, to be paid:

per terms of note dated December 10, 1980

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 aforesaid 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 successors and assigns:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 40, as shown on a Plat of Map No. 2 of Cherokee Forest, made by Dalton & Neves, October, 1956, and recorded in the RMC Office for Greenville County in Plat Book EE at page 190 and 191, and having according to said plat the following metes and bo-nds, to-wit:

BEGINNING at an iron pin on the southwestern side of Windemere Drive, at the joint front corner of Lots 40 and 41, and running thence with the common line of said lots S. 56-30 W. 175 feet to an iron pin; thence running N. 33-30 W. 100 feet to an iron pin at the joint rear corner of Lots 39 and 40; thence with the common line of said lots N. 56-30 E. 175 feet to an iron pin on the southwestern side of Windemere Drive; thence with the line of said Drive S. 33-30 E. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of John B. Toothaker and Agnes A. Toothaker dated January 23, 1972 and recorded in the RMC Office for Greenville County in Deed Book 969 at page 62.

This mortgage is second and junior in lien to that certain mortgage to C. Douglas Wilson & Co., in the principal amount of \$31,150.00 as recorded in the RMC Office in Mortgage Book 1171 at page 195 recorded 3/5/73.

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

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