



S.C.
MAY '81
SLEY

MORTGAGE

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THIS MORTGAGE is made this 22nd day of May 1981, between the Mortgagor, James A. Benjamin and Maria A. Benjamin (herein "Borrower"), and the Mortgagee, Piedmont Federal Savings and Loan Association of Spartanburg, a corporation organized and existing under the laws of the United States of America, whose address is 1461 East Main Street, Spartanburg, South Carolina 29304 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Five Thousand and 00/100 (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 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 May 10, 2011

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 ~~Spartanburg~~ Greenville, State of South Carolina:

ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the northwesterly side of Stone Ridge Court, near the City of Greenville, being known and designated as Lot 207 according to plat entitled "Map No. 2, Section I, Sugar Creek" as recorded in the RMC Office for Greenville County, S.C. in Plat Book 4R-85, and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Stone Ridge Court at the joint front corner of Lots 206 and 207, and running thence with the line of Lot 206, N. 36-54-34 W. 125.97 feet to an iron pin in the rear line of Lot 204; thence with the rear lines of Lots 204 and 203, S. 53-26-00 W. 185 feet to an iron pin; thence S. 37-30-00 E. 79.10 feet to an iron pin; thence with the line of Lot 208, N. 81-02-00 E. 158.35 feet to an iron pin on the northwestern side of Stone Ridge Court; thence with the curve of Stone Ridge Court, the chord of which is N. 22-03-43 E. 51.55 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of Bane H. Tyler and Mary O. Tyler, of even date, to be recorded herewith in the RMC Office for Greenville County, S. C.

Mortgagee's address: 1461 East Main Street, Spartanburg, S. C. 29304

which has the address of 202 Stone Ridge Court Greer S. C. 29651 (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.

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