

FILED
GREENVILLE CO. S. C. REAL ESTATE MORTGAGE

1510 389

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 11 12 25 PM '81
DENNIS S. BANKERSLEY
R.M.C.

MORTGAGOR(S)/BORROWER(S)

Charles B. Bennett and Ethel N. Bennett
23 Westbrook Lane -and-
Lot #20, Pine Street, Bryson Acres
Lot #21, Pine Street, Bryson Acres
Greenville, South Carolina

MORTGAGEE/LENDER

Sunamerica Financial Corporation
33 Villa Road, Suite 201
Greenville, South Carolina 29606

Account Number(s) 40384-0

Amount Financed \$21294.70 Total Note \$40320.00

KNOW ALL MEN BY THESE PRESENTS, that the said Borrower, in consideration of the debt referred to by the account number(s) and amount financed above, and of the sum of money advanced thereunder, which indebtedness is evidenced by Borrower's note bearing the date 10th day of August, 19 81, providing for installment payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 17th day of August, 19 89; and in the further consideration of (1) all existing indebtedness of Borrower to Lender (including, but not limited to, the above-described advances), evidenced by promissory notes and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Fifty thousand and no/100 Dollars (50,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than fifteen per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

PARCEL NO. 1: ALL that piece, parcel, or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 6 on a plat of the property of James P. Moore and Otis P. Moore, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Westbrook Lane at the joint front corner of Lots 5 & 6, and running thence with said Lots N. 17-26 E. 150 feet to an iron pin at the joint rear corner of said Lots; thence N. 72-34 W. 33.5 feet to an iron pin; thence N. 72-32 W. 46.1 feet to an iron pin at the joint rear corner of Lots 6 & 7; thence with the line of Lots 6 & 7 S. 17-26 W. 149.7 feet to an iron pin on the southern side of Westbrook Lane, the joint front corner of Lots 6 & 7; thence with the southern side of Westbrook Lane S. 72-34 E. 80 feet to an iron pin, the point of beginning.

PARCEL NO. 2: All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the northern culdesac of Pine Street, being known and designated as Lot No. 20 on Plat entitled Bryson Acres prepared by Carolina Engineering and Surveying Co., dated May 17, 1967, recorded in the RMC Office for Greenville County in Plat Book 000, at Page 128, and having according to said Plat the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Pine Street at the joint front corner of Lots Nos. 20 and 21 and running thence with the common line of said Lots N. 64-52 W., 281.1 feet to an iron pin; thence N. 25-08 E., 284.8 feet to an iron pin; thence S. 64-44 E., 325 feet to an iron pin in line of Lot 19; thence with the line of Lot No. 19 S. 25-09 W., 258.1 feet to an iron pin on the eastern side of Pine Street; thence with the curve of the culdesac of Pine Street the chord of which is S. 84-07 W., 50.3 feet to the point of beginning.

PARCEL NO. 3: All that piece, parcel or tract of land situate in the County of Greenville, State of South Carolina on the northwestern side of Pine Street and being known and designated as Lot No. 21 on Plat of Bryson Acres, prepared by Carolina Engineering & Surveying Co., dated

****CONTINUED ON PAGE 2****

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, water stock and all fixtures now or hereafter attached to the property, all of which, including replacements or 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 referred to as the "property". DERIVATION: Title passed from

(1) Ray A. Brown and Doris M. Brown (2) Wayne S. Mann (3) Wayne S. Mann & Thomas C. Brissey

to the Borrower by deeds, recorded (1) March 10, 1976,

in the Office of the RMC / recorded (2) March 9, 1978 (3) April 7, 1980

for Greenville County in (1) Deed Book 1032, Pg. 790

* (2) Deed Book 1075, Page 24 (3) Deed Book 1123, Page 677

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), that he has good, right and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (If none, so state.)

Fidelity Federal Savings and Loan Association (parcel no. 1 ONLY)