

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

RECORDED
SEP 15 11 32 AM '82
DOMINIE S. TANNERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. DOUGLAS NOE and JOYCE M. NOE

(hereinafter referred to as Mortgagor) is well and truly indebted unto GARY W. BENNEFIELD and MARY T. BENNEFIELD

(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 -----
-----TWENTY THOUSAND AND NO/100----- Dollars (\$ 20,000.00---) due and payable

on or before five (5) years from date.

with interest thereon from date at the rate of 10% per centum per annum, to be paid: as stated above.

When principal is paid, with interest after maturity at the rate of 18% per annum. 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, at the Northeastern intersection of Suber Road and an un-named paved street, shown as the Southwestern most lot on a Plat entitled "Property of G. Frank Wilson, Jr." by Development Consultants and Surveyors, dated August 7, 1969, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 4C, Page 65, and has, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northeastern corner of the intersection of Suber Road and the above referred to un-named street and running thence with the side of said un-named street, N. 30-00 W., 188.4 feet to an iron pin; thence N. 57-10 E., 111.6 feet to an iron pin; thence S. 35-01 E., 173.5 feet to an iron pin on the Northwestern side of Suber Road; thence along the side of said road, S. 50-45 W., 36.8 ft. to an iron pin and S. 50-05 W., 85.5 ft. to an iron pin at the point of BEGINNING.

DERIVATION: See Deed of Leake & Garrett, Inc. dated February 23, 1970 and recorded in the RMC Office for Greenville County in Deed Book 885, Page 583.

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE TAX COMMISSION
DOCUMENTARY STAMP TAX
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(9) Mortgagor shall furnish Mortgagee a copy of paid property tax receipt for the prior year's taxes by Feb. 1 of each year and a copy of paid annual fire and extended coverage insurance premium receipt by Sept. 1 of each year.

(10) No other liens are to be placed against this property without written consent of Mortgagee.

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 such 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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