

County of GREENVILLE DONNIE S. JENSEN SLEY R.H.C. Mortgage

Words Used In This Document

- (A) Mortgage—This document, which is dated August 1, 1983, will be called the "Mortgage".
- (B) Mortgagor—Robert Vernon Benston, Jr. will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor.
- (C) Lender—The South Carolina National Bank will be called "Lender" and sometimes simply "you", "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America.
Lender's address is P. O. Box 969, Greenville, South Carolina 29602
- (D) Note—The note, note agreement, or loan agreement signed by Robert V. Benston, Jr. and dated July 25, 1983, will be called the "Note". The Note shows that I have promised to pay Lender
 - \$6,300.00 Dollars plus finance charges or interest at the rate of 12.50% per year
 - _____ Dollars plus a finance charge of _____ Dollars
 which I have promised to pay in full by July 20, 1987
 If this box is checked, finance charges or interest under the Note will be deferred, accrued, or capitalized.
- (E) Property—The property that is described below in the section entitled "Description Of The Property" will be called the "Property".

My Transfer To You Of Rights In The Property

On this date, because you loaned me the money for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.
 - (B) Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.
 - (C) Keep all of my other promises and agreements under the Note and/or this Mortgage.
- This Mortgage secures any renewals, extensions, and/or modifications of the Note.

Description Of The Property

(A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in Greenville County and has the following legal description:

ALL that certain piece, parcel or lot of land, containing 4.73 acres, more or less, situate, lying and being on the western side of Pinson Road, near the City of Greenville, in the County of Greenville, State of South Carolina, and having, according to plat entitled "Survey for Paul F. Pierce and Patsy T. Pierce", dated January 9, 1975, prepared by Carolina Surveying Co., and recorded in the RMC Office for Greenville County in plat book 5K, page 33, the following metes and bounds:

BEGINNING at an iron pin on the western side of Pinson Road, at the joint front corner of the premises herein described and property now or formerly of James B. Caldwell and running thence with the line of property now or formerly of Caldwell the following courses and distances: S. 86-20 W., 103.0 feet to an iron pin; thence S. 12-43 E., 47.7 feet to an iron pin; thence S. 61-55 W., 352.9 feet to an iron pin; thence S. 76-50 W., 125 feet to an iron pin in creek; thence with the property now or formerly of James W. Pruitt with the creek as the line, N. 25-43 E., 254.2 feet to an iron pin; thence continuing with the line of property now or formerly of Pruitt, N. 59-15 W., 132 feet in line of property now or formerly of Davis; thence with the line of property now or formerly of Davis, N. 43-30 E. 653.0 feet to an iron pin in the western side of Pinson Road; thence with the western side of Pinson Road, the following courses and distances: S 12-22 E., 183.7 feet to an iron pin; thence S. 6-49 E., 345.0 feet to the point of beginning.

The Property also includes the following:

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
- (C) All rights in other property I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";
- (D) All rents or royalties from the property described in paragraph (A) of this section;
- (E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and, to the extent allowed by law, all replacements of and additions to those fixtures;
- (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and
- (I) All replacements of and/or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.

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