

Mortgage of Real Estate

State of South Carolina

County of York

THIS MORTGAGE is dated October 16, 2015

THE "MORTGAGOR" referred to in this Mortgage is Joshua Aaron Benfield and Terri Helms Benfield

THE "MORTGAGEE" is BRANCH BANKING AND TRUST COMPANY, whose address is P.O. Box 1290, Whiteville, North Carolina 24872.

THE "AGREEMENT" is a BB&T Home Equity Line Agreement dated October 16, 2015, under which Mortgagee may make certain advances of credit to Joshua Aaron Benfield and Terri Helms Benfield

The Agreement and any documents renewing, extending or modifying it and any items or documents evidencing future advances are all referred to as the "Agreement" and are considered to be a part of this Mortgage. The amount of debt secured by this Mortgage, including the outstanding amount advanced and the Agreement and all Future Advances under paragraph 12, below, shall at no time exceed \$ 75,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by the Mortgagee under paragraph 5 below. Interest under the Agreement will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as may be provided in the Agreement. The maturity of the debt secured hereby is October 16, 2025.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Agreement; (b) any Future Advances made under paragraph 12 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Agreement and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving. Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property.

See Attached Exhibit A.

201500320994
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
11-13-2015 At 02:24 PM.
MORTGAGE 11.00
OR Vol 15272 Page 270 - 274

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now are hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the successors and assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee that debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

MORTGAGOR further covenants and agrees with Mortgagee as follows:

1. Assignment of Rents and Profits. As further security for all sums secured by this Mortgage, Mortgagor assigns to Mortgagee all rents and profits arising from the Property; provided, however, that so long as no Default as hereinafter defined has occurred. Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting to Mortgagee therefor.

2. Maintenance. Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the Property and will cut no timber on the Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

3. Insurance. That Mortgagor will continuously maintain fire, flood and such other hazard insurance as the Mortgagee may require on the improvements which form a part of the Property, now or hereafter constructed on the Property, and will pay promptly when due any premiums on the insurance. If it is determined at any time that any of the Property is located in a flood hazard area as defined in the Flood Disaster Protection Acts of 1973, the Mortgagor shall obtain and maintain flood insurance on Property at Mortgagor's expense for as long as this Mortgage is in effect. Flood insurance coverage shall be in an amount equal to the lesser of (i) the maximum amount secured as set forth herein or (ii) the maximum limit of coverage made available for the particular type of property under applicable law. If the Mortgagor shall fail to procure or maintain hazard or flood insurance coverage in the specified amount for the Property within a reasonable time of receiving notice from Mortgagee of either the requirement or of the lapse of an existing policy, Mortgagee may, but shall not be obligated to, expend for the account of Mortgagor any sums which may be necessary to purchase the required hazard or flood insurance, which shall be fully secured by this Mortgage and which shall accrue interest from the time expended until paid at the rate set forth in the Note(s). Mortgagor shall cause all policies and renewals thereof to be delivered to the Mortgagee. All insurance shall be carried with companies approved by Mortgagee and shall contain a loss payable clause (New York long form) in favor of and in a form acceptable to Mortgagee. In the event of loss, Mortgagor will give immediate written notice to Mortgagee, who may make proof of loss if such is not made promptly by the Mortgagor. Each insurer is hereby authorized and directed to make payment for such loss directly and solely to the Mortgagee, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of the Property damaged, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor.

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount of validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

5. Expenditures by Mortgagee. If Mortgagor fails to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the rate payable from time to time on outstanding principal under the Agreement. Payments made for taxes by Mortgagee shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgagor shall pay to the Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph plus interest thereon as herein provided.

6. Condemnation. Mortgagee shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagor hereby assigns to Mortgagee the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sums secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. Default. The occurrence of any of the following events shall be deemed a Default under this Mortgage:

- (a) Failure of Mortgagors or Borrowers to meet the repayment terms of the loan agreement or failure to pay any sum secured by this Mortgage when due;
- (b) Sale, transfer or conveyance of all or any part of the Property or of any interest therein without the prior express written consent of the Mortgagee;
- (c) Actual or threatened damage, destruction, waste, or injury to the property which impairs the property or Mortgagee's interest or rights in the Property;
- (d) Upon the occurrence of any event permitting termination under the terms of the BB&T Home Equity Line Agreement.

8. Remedies. Upon the occurrence of a Default as hereinabove defined, Mortgagee may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable (accelerate). If Mortgagee exercises such option to accelerate, Mortgagee shall, in accordance with applicable law, mail Mortgagor notice of acceleration. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Mortgagor or Borrower may pay the sums declared due. If Mortgagor or Borrower fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demands on Mortgagor or Borrower, commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. At the foreclosure, Mortgagee shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Mortgagee independently simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised.

In the event of foreclosure of this Mortgage by judicial proceedings, Mortgagee shall be entitled to collect in such proceeding all expenses of such foreclosure, including, but not limited to, a reasonable attorney's fee, not to exceed 15% of the outstanding balance due, which shall be additional sums secured by this Mortgage.

9. Appointment of Receiver. Upon the occurrence of a Default as hereinabove defined Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, costs for repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Property and then to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagor under this paragraph. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, Mortgagee, at its sole option, may advance funds to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagor agree in writing to other terms of payment such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Agreement. The entering upon and taking and maintaining of control of the Property by Mortgagee or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy or Mortgagee hereunder.

10. Waiver by Mortgagee. Mortgagee may, in the sole discretion of Mortgagee, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Mortgagee of any right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

11. Waiver by Mortgagor. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

12. Future Advance. Mortgagee, at its option, may make Future Advances to Mortgagor. Such Future Advances, with interest at the rate payable from time to time on the outstanding principal under the Agreement, shall be secured by this Mortgage when advanced under the terms of the Agreement or of this Mortgage. Mortgagee may make such Future Advances (a) pursuant to the terms of the Agreement; (b) at the request of Mortgagor, whether or not there is any obligation to make Future Advances; (c) pursuant to an advance of funds under paragraphs 3, 4, and/or 5 above; or (d) to pay, with or without the consent or request of Mortgagor, any amounts which may be due under any other mortgage or lien affecting the Property.

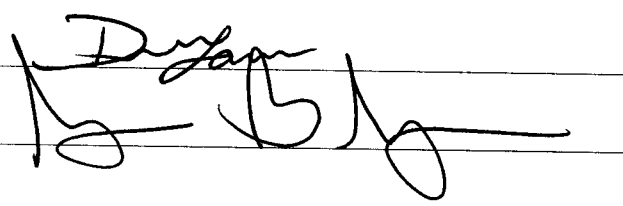
13. Notices. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the last address of such party known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

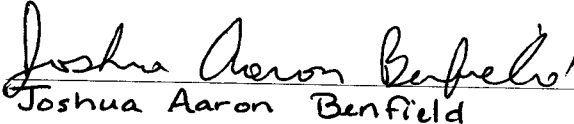
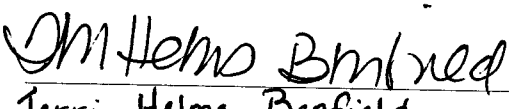
14. Waiver of Homestead. Borrower hereby waives all rights of Homestead Exemption on the property.

15. Miscellaneous.

- (a) The agreements herein shall bind and inure to the benefit of the Mortgagor, Mortgagee and their respective heirs, successors and assigns.
- (b) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representative, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.
- (c) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- (d) If any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.
- (e) This Mortgage shall be governed by, construed and enforced in accordance with the laws of South Carolina.
- (f) Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property upon giving Mortgagor prior notice.
- (g) All covenants of Mortgagor shall be joint and several.
- (h) If this is not a first mortgage, any prior mortgage(s) and the maximum amount thereof is (are) shown below.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal the day and year first above written.
Signed, sealed and delivered in the presence of:



 (SEAL)
Joshua Aaron Benfield
 (SEAL)
Terri Helms Benfield

(SEAL)

State of South Carolina

County of _____

To

Mortgage of Real Estate

Filed at _____ o'clock _____ M.

this _____ day of _____

and recorded in Mortgage Book _____

Page _____

R.M.C. or Clerk of Court C.P.&G.S.

County, S.C.

State of North Carolina

Probate

County of _____

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one), sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

SWORN to and subscribed

before me this 16th day

of Oct. 15 2015 (SEAL)

Notary Public of North Carolina

My commission expires 2-2-17

Dryden

All that certain piece, parcel or tract of land lying being and situate in Bethel Township, York County, South Carolina and being more particularly described as follows: Being all of Lot 83-A on plat entitled "Boundary Survey of Lot in Bethel Township", drawn by Charles E. Moon, Surveyor, for Jack Kellers and others, and being a portion of Lot 83, Section 8, Lake Wylie Recreation Lots, as shown in Plat Book 52, page 109 in the Office of the Clerk of Court for York County, South Carolina, and being more particularly described as follows; BEGINNING at the point where the northern edge of right of way for an access road joins a joint corner of Lots 83 and 85, and running thence with the joint dividing line between said lots, N 02-25 E 169.51 feet to a point on or near the waterline of Lake Wylie, said point being on contour elevation 570; thence along said contour elevation in a generally easterly direction as follows: N 30-16 E 47.01 feet N 76-43 E 43.0 feet, S 335-54 E 14.0 feet, N 70-29 E 17.72 feet, N 15-57 E. 35.61 feet, N 72-32 E 37.95 feet, N 48-43 E 53.24 feet, and N80-24 E 24.61 feet to a point, joint corner of the property herein and the remainder of said Lot 83, Section 8, thence with the joint dividing line between the property herein and the remainder of Lot 83, S 09-28 E 298.36 feet to a point on the northern edge of right of way for the aforesaid access road; thence along the edge of said right of way, S86-12 W 145.0 feet; thence continuing with said edge in a counterclockwise curve having a radius of 50.0 feet for an arc distance of 42.5 feet; thence continuing with said edge S 86-12 W 44.55 to the point of beginning.

This is the identical property conveyed to Joshua Aaron Benfield and Terri Helms Benfield by deed of Helmut Ruef, Martin Ruef, Michael Ruef and Monika Ruef Bernthal dated June 29, 2007 and recorded July 13, 2007 in Book 9259, Page 42 in the Office of the Clerk of Court for York County, South Carolina.

(12729.0001-BENFIELD EQ.PFD/12729.0001-BENFIELD /1