

AUG 1 4 54 PM '83
FILED DONNIE S. TANKERSLEY
GREENVILLE S.C. R.M.C.

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MORTGAGE

THIS MORTGAGE made this 25th day of July 1983 between the Mortgagor, Edna R. Leal (herein "Borrower"), and the Mortgagee, Landbank Equity Corp., a corporation organized and existing under the laws of South Carolina whose address is 25 Wonds Lake Road, Suite 420, Greenville, South Carolina 29607 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,199.20 which indebtedness is evidenced by Borrower's note dated July 25, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on August 3, 1998;

TO SECURE to Lender 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, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 20, Neal Circle, on a plat of North Acres, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book EE, at page 13, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Neal Circle at the joint front corner of lots 20 and 21; thence along Neal Circle, N. 79-10 E. 120 feet to an iron pin; thence S. 10-50 E. 100 feet to an iron pin; thence S. 79-10 W. 120 feet to an iron pin, joint rear corner of lots 20 and 21; thence N. 10-50 W. 100 feet to an iron pin, the point of beginning.

This is the same lot of land conveyed to Edna R. Leal by Louise Lee Black by deed dated August 15, 1972 in deed volume 952 on page 58 in the R.M.C. Office for Greenville County, South Carolina.

OFFICE OF THE RECORDER OF DEEDS
GREENVILLE, SOUTH CAROLINA
STATE TAX 120488

which has the address of 43 North Acres Drive Greenville South Carolina 29609 (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 and rents, all of which 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 hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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