

FILED

MORTGAGE

805-1625-185

THIS ~~MORTGAGE~~ ^{3:53} is made this 24th day of August 1983, between the Mortgagor, Steven L. Hester and Jean Hester, (herein "Borrower"), and the Mortgagee, Landbank Equity Corp., a corporation organized and existing under the laws of South Carolina, whose address is 25 Woods Lake Road, Suite 420 Greenville, South Carolina 29607. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 15,096.00 which indebtedness is evidenced by Borrower's note dated August 24, 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 September 4, 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, with improvements thereon, situate, lying and being on the southwestern side of Delmar Drive near City of Simpsonville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 35 of a subdivision known as Brentwood, Section 2, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 4-R at Page 5 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southwestern side of Delmar Drive at the joint front corner of Lots Nos. 34 and 35 and running thence with the joint line of said lots S. 45-00 W., 150.0 feet to an iron pin; thence N. 36-00 W., 105.0 feet to an iron pin at the joint rear corner of Lots Nos. 35 and 36; running thence with the joint line of said lots N. 54-00 E., 150.0 feet to an iron pin on the southwestern side of Delmar Drive; running thence with the southwestern side of said drive S. 36-00 E., 105.0 feet to an iron pin, the point and place of beginning.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights of way which are a matter of record and/or actually existing on the grounds affecting the above described property.

This is the same lot of land conveyed to Steven L. Hester and Jean Hester by James D. McGuire and Patricia B. McGuire by deed dated June 30, 1978 and recorded in Deed Volume 1082 at Page 475 in the R.M.C. Office for Greenville County, South Carolina.

which has the address of 110 Delmar Drive Simpsonville South Carolina 29681 (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 seised 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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and