

MORTGAGE

THIS MORTGAGE is made this 2nd day of October 1984 between the Mortgagor, Walter, IV and Cynthia A. Simister (herein "Borrower"), and the Mortgagee, DON Landbank Equity Corp., a corporation organized and existing under the laws of South Carolina whose address is 33 Villa Road, Suite 401-A Piedmont West, Greenville, S.C. 29615 (herein "Lender").

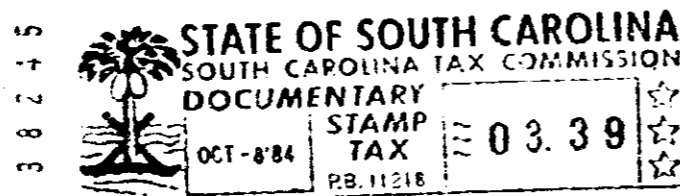
WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 11,296.00 which indebtedness is evidenced by Borrower's note dated October 2, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on February 8, 1995;

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 on the eastern side of Cunningham Road, near the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot 5 and a small portion of Lot 6, Block A, Section 1, of Property of Alvin B. Hood, plat of which is recorded in the R.M.C. Office for Greenville County in Plat book WWW, at Page 2, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Cunningham Road at the joint corner of Lots 4 and 5 and running thence with the joint line of said Lots, N 85-59 E, 191.6 feet to an iron pin; running thence N 11-06 E, 96 feet to an iron pin at the joint rear corner of Lots 5 and 6; running thence with the rear line of Lot 6, N 05-38 E, 5 feet to an iron pin; running thence along a new line through Lot 6, N 87-32 W, 171.4 feet to an iron pin on the eastern side of Cunningham Road; running thence with said Road, S 05-20 E, 5 feet to an iron pin at the joint front corner of Lots 5 and 6; thence continuing with said Road, S 00-41 W, 115 feet to an iron pin, the point of beginning.

This is the same lot conveyed to Walter Simister IV and Cynthia A. Simister by Henry G. Ballenger, Jr. and Mary J. Ballenger by deed dated November 10, 1977 and recorded November 10, 1977 in deed book 1068 at page 255 in the R.M.C. Office for Greenville County, South Carolina.



which has the address of 10 Cunningham Road Taylors, South Carolina 29687 (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