

REFILED  
AUG 17

**MORTGAGE**

THIS MORTGAGE is made this 9th day of August, 1983, between the Mortgagor, Preston Lee Aikens, Landbank Equity Corp., existing under the laws of South Carolina, whose address is 25 Woods Lake Road, Suite 420, Greenville, South Carolina 29607, (therein "Borrower"), and the Mortgagee, a corporation organized and existing under the laws of South Carolina, whose address is 25 Woods Lake Road, Suite 420, Greenville, South Carolina 29607, (therein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 7752.00 which indebtedness is evidenced by Borrower's note dated August 9, 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 20, 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, in Gantt Township, being known and designated as Lot No. 10 of a subdivision known as Donaldson Heights according to a plat thereof prepared February 1955 by C.C. Jones, Engineer and recorded in the RMC Office for Greenville County in Plat Book EE at page 115, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Horseshoe Circle, at the joint front corner of Lots Nos. 10 and 11 and running thence along the joint line of said lots, N. 24-47 W. 130 feet to an iron pin in the line of Lot No. 9; thence along the line of Lot No. 9, S. 65-13 W. 85 feet to an iron pin on the eastern side of said Horseshoe Circle, joint corner of Lots Nos. 9 and 10; thence along the eastern side of said Horseshoe Circle, S. 24-47 E. 110 feet to an iron pin; thence with the curvature of said Horseshoe Circle, the chord of which is S. 69-47 E. 28.3 feet to an iron pin; thence continuing with the northern side of said Horseshoe Circle, N. 65-13 E. 65 feet to the point of BEGINNING.

This is the same lot conveyed to Preston Lee Aikens by Charles W. Skelton and Marianna Skelton by deed dated March 24, 1977 and recorded March 24, 1977 in deed volume 1053 at page 323 in the RMC Office for Greenville County, South Carolina.

which has the address of 8 Horseshoe Circle Greenville South Carolina 29605 (therein "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 for 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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