

FILED  
GREENVILLE S.C.

906 1821 4581

**MORTGAGE**

SEP 7 4 53 PM '83

THIS MORTGAGE is made this 31st day of August 1983 between the Mortgagor, Roger D. Miller and Yvonne B. Miller (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. \$ 35,904.00 which indebtedness is evidenced by Borrower's note dated August 31, 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 11, 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Sagramore Lane, being known and designated as Lot No. 70, as shown on a Plat of Camelot, made by Piedmont Engineers & Architects, November 5, 1968, and recorded in the R.M.C. Office for Greenville County, in Plat Book WWW, at Pages 46 and 47, and having, according to said Plat, the following metes and bounds, to-wit:

Beginning at an iron pin at the joint front corner of Lots 70 and 71; thence with the common line of said Lots N. 4-45 W. 200.0 feet to an iron pin; thence running N. 76-00 E. 135.0 feet to an iron pin at the joint rear corner of Lots 69 and 70; thence with the common line of said Lots S. 1-08 E. 235.8 feet to an iron pin on the northern side of Sagramore Lane; thence with the line of said Lane S. 88-40 W. 110.0 feet to the point of beginning.

This is the same lot conveyed to Roger D. Miller and Yvonne B. Miller by Jack E. Shaw Builders, Inc. by deed dated October 16, 1972, and recorded October 18, 1972 in deed volume 958 at page 197 in the RMC Office for Greenville County, South Carolina.

RECEIVED  
COUNTY CLERK  
GREENVILLE COUNTY  
SOUTH CAROLINA  
STAMP  
TAX \$ 14.00

which has the address of 70 Sagramore Lane Simpsonville  
[Street] [City]  
South Carolina 29681 (herein "Property Address");  
[Zip Code]

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

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