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GREENVILLE S.C.

NOV 14 1983

JOHN W. WISLEY

MORTGAGE

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THIS MORTGAGE is made this 23rd day of November 1983 between the Mortgagor, Robert L. Irby and Janet M. Irby (herein "Borrower"), and the Mortgagee, 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, South Carolina 29615 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 6273.00 which indebtedness is evidenced by Borrower's note dated November 23, 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 April 2, 1994;

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 on the southern side of Sheffield Drive near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot Number 20 as shown on plat of Canterbury Subdivision, Section I, Revised, prepared by Heaner Engineering Co., Inc. dated September 26, 1972, recorded in Plat Book 5-D at Page 16 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Sheffield Drive at the joint front corner of Lots 20 & 21 and running thence with the line of Lots 21, S 26-45 W 193.05 feet to an iron pin; thence N 68-50-00 W 86-56 feet to an iron pin at the joint rear corner of Lots 19 & 20; thence with the line of Lot 19, N 27-30-15 E 224.34 feet to an iron pin on the southern side of Sheffield Drive; thence with the curve of the southern side of said Drive, the chord being S 47-53-25 E 86.26 feet to the point of beginning.

This being the same property conveyed to Robert L. Irby and Janet M. Irby by Ronald Verlon Rash and Pamela Sharon Rash by deed dated November 3, 1977 and recorded November 3, 1977 in Deed Volume 1067 at Page 887 in the RMC Office for Greenville County, South Carolina.

which has the address of 115 Sheffield Drive Piedmont South Carolina 29673 (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 (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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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