

MORTGAGE

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THIS MORTGAGE is made this 28 day of September 1984 between the Mortgagor, Zula M. Gay (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. \$ 34,323.00 which indebtedness is evidenced by Borrower's note dated 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

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 Gantt Township, Greenville County, State of South Carolina, on Old August Road, and having the following metes and bounds according to plat by W. J. Riddle dated March 27, 1936, to-wit:

BEGINNING at an iron pin in the intersection of the Old Augusta Road and another road and running with Old August Road N. 37-55 W., 408.5 feet; thence S. 84-25 W., 188 feet to a stake; thence S. 17-35 W., 1,362 feet to an old creek run; thence with the said old creek run, S. 72-15 E., 40 feet; thence S. 84-45 E., 200 feet to a stake; thence N. 8-0 W., 108 feet; thence N. 14-35 E., 103 feet to a stake in Brushy Creek; thence N. 17-35 E., 830 feet to an iron pin in oak stump on old road; thence with said road, N. 84-0 E., 312 feet to the beginning and containing 8 acres, more or less.

LESS, HOWEVER, all that property deeded to the South Carolina Highway Department for right-of-way purposes for Interstate 85.

ALSO LESS, HOWEVER, all that property deeded to James W. Kennedy by deed of the grantor herein dated December 4, 1969 and recorded in the RMC Office for Greenville County in Deed Book 880 at page 531.

ALSO LESS, HOWEVER, all that property deeded to Levi S. Kirkland and Mary K. Kirkland by the grantor herein by deed recorded September 30, 1975 in Deed Book 1025 at page 01 of the RMC Office for Greenville County. Also less, however lots 10 and 19.

This is the same property conveyed to Mortgagor by deed of Henrietta Mason dated March 9, 1979 and recorded March 12, 1979 in Deed Book 1098 at page 206.

which has the address of 23, 21, 17 and 15 Plantation Road Greenville South Carolina 29605 (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

SOUTH CAROLINA HOME IMPROVEMENT 1-60 FNMA-FHLMC UNIFORM INSTRUMENT

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STATE TAX 10.32

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