

MORTGAGE

VOL 1695 PAGE 624

FILED
 THIS MORTGAGE is made this 17 day of December 1984, between the Mortgagee, Marion Drew Powell and India A. Powell (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, S.C. 29615 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 10,734.44 which indebtedness is evidenced by Borrower's note dated December 17, 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 April 28, 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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the south side of East Lee Road, near the City of Greenville, being shown as Lot No. 50 on Plat of Colonial Hills, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book PFF at Page 102, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of East Lee Road, joint front corner of Lots No. 49 and 50, and running thence along the south side of East Lee Road, N. 81-00 E 100 feet to an iron pin, joint front corner of Lots Nos. 50 and 51; thence along the common line of said lots, S. 9-00 E. 150 feet to an iron pin, joint rear corner of Lots Nos. 50 and 51; thence along the rear line of Lot No. 50, S. 81-00 W 100 feet to an iron pin, joint rear corner of Lots Nos. 49 and 50; thence along the common line of said lots, N. 9-00 W. 150 feet to an iron pin on the south side of East Lee Road, the point of beginning.

This is the same property conveyed unto Marion Drew Powell and India A. Powell by John B. Waldrop, Jr. and Nancy E. Waldrop, by deed dated July 31, 1976 and recorded August 3, 1976 in deed book 1040 at page 606 in the R.M.C. Office for Greenville, South Carolina.

STATE OF SOUTH CAROLINA
 SOUTH CAROLINA TAX COMMISSION
 DOCUMENTARY STAMP TAX
 0324
 082184
 FD 11218
 142319

which has the address of 2706 East Lee Road Taylors, South Carolina
 [Street] [City]
 South Carolina 29687 (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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