

MORTGAGE

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THIS MORTGAGE is made this 21 day of December 1984, between the Mortgagor, Clarence E. McKinney (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").

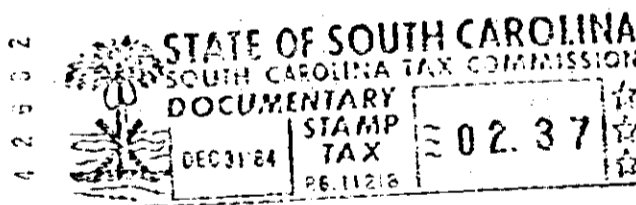
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 7805.48 which indebtedness is evidenced by Borrower's note dated December 21, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on May 1, 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the South side of Palamon Street and being known and designated as Lot No. 6 as shown on a plat entitled "Canterbury Subdivision, Section II prepared by Heaner Engineering Co., Inc. Dated July 17, 1972, and Subsequently revised through March 31, 1976, in Plat Book 5P at Page 31, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on South side of Palamon Street at the joint corner of Lots Nos. 5 and 6 and runs thence along the line of No. 5 S. 13-37-00 R. 135.13 feet to an iron pin; thence N. 76-23 E. 82 feet to an iron pin; thence along the line of Lot No. 7 N. 09-46-58 W. 134.28 feet to an iron pin on the South side of Palamon Street; thence with the curve of said Street (the chord being S. 78-18-01 W. 34.59 feet) to an iron pin; thence continuing along said Street S. 76-23 W. 56.41 feet to the beginning corner.

This is the identical property conveyed unto Mortgagor herein by Deed of The Kroger Co. dated the 24th day of May, 1978, and recorded May 30, 1978, in the RMC Office for Greenville County, South Carolina, in Deed Book 1080 at Page 48.



which has the address of 104 Palamon Drive Piedmont
[Street] [City]
South Carolina 29673 (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