

MORTGAGE

VOL 1691 PAGE 207

FILED
GREENVILLE CO. S.C.

THIS MORTGAGE is made this 15 day of November 1984 between the Mortgagee, Landbank Community Corp. (herein "Borrower"), and the Mortgagee, Donald Russell Heaton and Cathy Ouzts Heaton (herein "Lender").
Landbank Community 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").

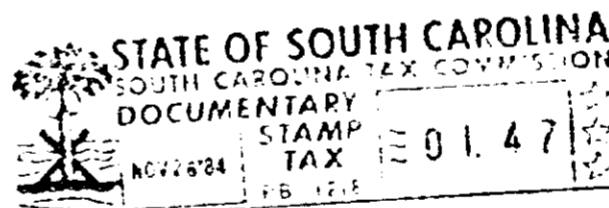
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 4876.52 which indebtedness is evidenced by Borrower's note dated November 15, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on March 26, 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 in the County of Greenville, State of South Carolina, situate, lying and being on the eastern side of Aloha Drive (formerly Cole Road) and being known and designated as Lot No. 34 on Plat of Welcome Acres Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book DDD at Page 44 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Aloha Drive, joint front corner of Lots No. 33 and 34 and running thence S. 63-26 E. 145.4 feet to an iron pin; thence, S. 19-35 W. 105 feet to an iron pin on the northern side of Welcome Road; thence with the northern side of said Road as follows: N. 71-12 W. 55 feet to an iron pin; thence, N. 65-05 W. 85.6 feet to an iron pin at the northeastern corner of the intersection of Welcome Road and Aloha Drive; thence with the curve of said intersection, the chord being N.17-33 W. 33.7 feet to an iron pin on the southeastern side of Aloha Drive; thence with said Drive, N. 30-00 E. 90 feet to an iron pin, the point of Beginning.

This is the identical property conveyed unto Mortgagees herein by Deed of James C. Sosebee, Sr. and Dorothy M. Sosebee by Deed dated May 4, 1977, and recorded May 4, 1977, in the RMC Office for Greenville County, South Carolina, in Deed Book 1055 at Page 954.



which has the address of 123 Aloha Drive Greenville
[Street] [City]
South Carolina 29611 (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 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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