

AUG 24 51 AM '83

DONNIE S. ... R.M.C.

MORTGAGE

1513 1984

THIS MORTGAGE is made this 28th day of JUNE 1983 between the Mortgagor, Richard A. Rozell and Belinda M. Rozell (herein "Borrower"), and the Mortgagee, Landbank Equity Corp., South Carolina a corporation organized and existing under the laws of South Carolina whose address is 25 Woods Lake Road, Suite A20, Greenville, South Carolina 29607 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 8976.00 which indebtedness is evidenced by Borrower's note dated June 28, 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 November 9, 1993:

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, or lot of land, together with buildings and improvements, situate, lying and being on the eastern side of Swinton Drive, in the Town of Mauldin, in Greenville County, South Carolina, being shown and designated as Lot No. 76 on a plat of WINDSOR PARK made by R. K. Campbell, Surveyor, dated March 29, 1960, and recorded in the RMC Office for Greenville County, S.C., in Plat Book RR, at Page 25, and having, according to said plat the following metes and bounds, to-wits:

BEGINNING at a point at the joint front corner of Lots 75 and 76 and running thence with the common line of said lots S. 83-48 E. 166.6 feet to a point, joint rear corner of said lots; thence along the rear of Lot 84, S. 13-05 E. 70 feet to point, joint rear corner of Lots 76 and 77; thence with the common line of said lots S. 86-15 W. 195.9 feet to a point, joint front corner of said lots on Swinton Drive; thence with said drive N. 8-35 E. 75.1 feet to a point; thence still said drive N. 6-29 E. 24.9 feet to a point, the point of beginning.

This is the same lot of land conveyed to Richard A. Rozell and Belinda M. Rozell by deed dated June 17, 1981 and recorded June 19, 1981 in deed volume 1150 at page 266 in the RMC Office for Greenville County, S. C.

which has the address of .. Route 10, 114 Swinton Drive Greenville South Carolina 29607 (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 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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