

MORTGAGE

FILED
GREENVILLE CO. S.C.
1983

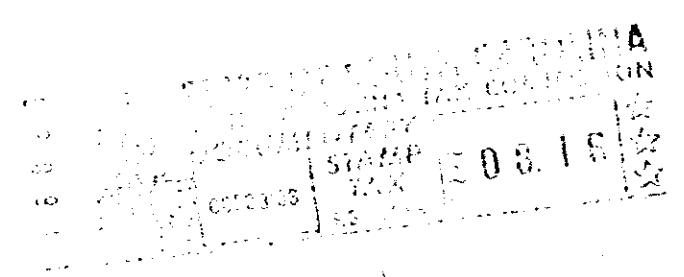
THIS MORTGAGE is made this 18th day of October 1983 between the Mortgagor, Thomas H. Shirley and Thelma J. Shirley (herein "Borrower"), and the Mortgagee, Landbank Equity Corp., a corporation organized and existing under the laws of South Carolina whose address is 25 Woods Lake Road, Suite 420, Greenville, S.C. 29607 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,349.00 which indebtedness is evidenced by Borrower's note dated October 18, 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 February 28, 1994;

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 on the Southern side of West Montclair Avenue in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 17, and adjoining one-half (1/2) of lot No. 16, Block G, of a subdivision known as Highland Terrace, Plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book K, Page 21, also shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book ZZZ, Page 159, reference to which is hereby carved for the metes and bounds thereof.

This is the same lot conveyed to Thomas H. Shirley and Thelma J. Shirley by Curtis E. Smith and Irma E. Smith by deed dated October 30, 1974, and recorded November 4, 1974 in deed book 1009 at page 583 in the R.M.C. Office for Greenville County, South Carolina.



which has the address of 121 West Montclair Avenue Greenville South Carolina 29609 (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

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