

MORTGAGE

THIS MORTGAGE is made this 18th day of November 1983 between the Mortgagor, Bertha Scruggs Tollison (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, Greenville, South Carolina 29615 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten thousand nine hundred & fifty eight dollars Dollars, which indebtedness is evidenced by Borrower's note dated November 18, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 28, 1998

To SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"). 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 in Chick Springs Township, Greenville County, State of South Carolina, near Paris Station, on road leading off National Highway, being known and designated as lots Nos. 70, 71, 72 and 73 as shown on a plat of property of E. M. Wharton made by R. E. Dalton in 1917, revised 1923, and recorded in the R.M. C. Office for Greenville County, South Carolina, in Plat Book F at Pages 206-208, reference to which plat is hereby made for a more complete description of said property by metes and bounds, and being the same property conveyed to me by deed from William H. Tollison, Jr., by his attorney-in-fact, dated March 6, 1945, and recorded in the R.M.C. Office aforesaid in Deed Book 273 at page 100.

This being the same lot of land conveyed to Bertha Scruggs Tollison by inheritance of which is provided for in will prepared for Earl Scruggs as is recorded in the Probate Court for Greenville County, South Carolina, in Book 1728 at Page 9.

which has the address of 2 Mill Street Greenville South Carolina 29606 (herein "Property Address"); (Street) (City) (State and 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, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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