

FILED
GREENVILLE, SC.

MORTGAGE

Vol 2343 pg 208

THIS MORTGAGE is made this 17th day of January 1984, between the Mortgagor, Fred Duck (herein "Borrower"), and the Mortgagee, Landbank Equity Corporation, 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").

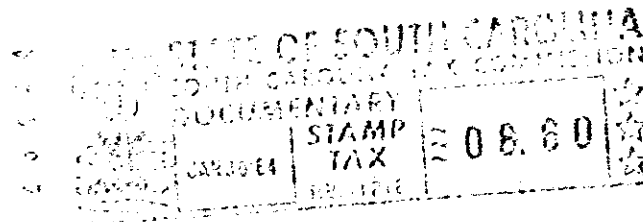
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 21,422.00 which indebtedness is evidenced by Borrower's note dated January 17, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on January 27, 1999;

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 lying and being in Bates Township, Greenville County, and in the State of South Carolina, on the West side of the White Horse Road, joined on the North by William F. Duck lot and on the West by my self and on the East by the White Horse Road.

BEGINNING on an iron pin in said road on the Willam F. Duck Corner; thence with the Duck line N. 59-45 W. 230 feet to an iron pin on the Duck line; thence S. 30-00 W. 210 feet to an iron pin in the field; thence S. 59-45 E. 222 feet to an iron pin in the above said road; thence with the old road as the line N. 32-30 E. 210 feet to an iron pin to the beginning corner. Containing one acre more or less.

This is the same property conveyed to Fred Duck by Hugh V. Duck by deed dated July 9, 1960 and recorded August 6, 1960 in Deed Volume 656 at Page 238 in the RMC Office for Greenville County, South Carolina.



which has the address of Route 3, Box 458, Travelers Rest, South Carolina 29690 (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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