

FILED
SOUTH CAROLINA

MORTGAGE

1645 916

THIS MORTGAGE is made this 23rd day of January 1984, between the Mortgagor, Harold Curits Pierce and Anne H. Pierce (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, Piedmont West, Greenville, S.C. 29615 (herein "Lender").

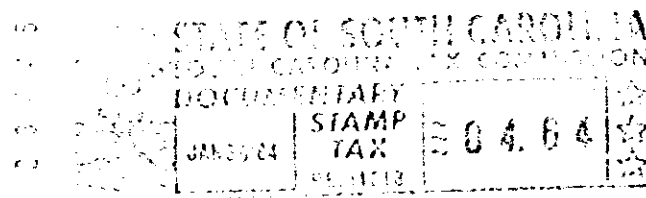
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 11,526.00 which indebtedness is evidenced by Borrower's note dated January 23, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on June 6, 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 of that lot of land in the County of Greenville, State of South Carolina, near Marietta, S.C. being situate northwest of the Dacusville Road and being on Plat entitled H. Curtis and Anne H. Pierce, recorded in Plat Book MMM at page 67.

BEGINNING at an iron pin at a branch, which is the line, on the Daisy G. Stroud Property, which iron pin is situate 450.5 feet northwest of Dacusville Road; running thence along the branch as the line, the traverse of which is N. 29-15 E 165 feet to an iron pin; thence N 55 W 297.5 feet to an iron pin to another branch; thence along said branch as the line, the traverse of which is S 6-45 W 179 feet to an iron pin; thence S 53 E 229 feet to an iron pin in the branch; thence N 29-15 E 29 feet to the point of beginning and containing 0.91 acres, more or less.

This being the same property conveyed to Harold Curits Pierce and Anne H. Pierce by Daisy G. Stroud by deed dated April 14, 1966 and recorded April 19, 1966 in Deed Book 796 at Page 436 in the RMC Office for Greenville County, South Carolina.



which has the address of P.O. Box 184 Anne Street Marietta South Carolina 29661 (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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