

MORTGAGE

THIS MORTGAGE is made this 12th day of April 1984, between the Mortgagor, William J. Lattimore and Ann Lattimore, a.k.a. Annie L. Lattimore (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 South Carolina 29615 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 6254.00 which indebtedness is evidenced by Borrower's note dated April 12, 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 August 21, 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, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot 20 on the Plat of Paris Mountain Gardens, the plat of which is recorded in the RMC Office for Greenville County in Plat Book EE, page 7, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southwesterly side of Coleman Court, joint front corner Lots 20 and 21; and running thence S. 26-03 W. 138.7 feet to an iron pin in the center of a ten foot utility easement; thence through the said easement, S. 44-08 E. 74 feet to an iron pin, thence N. 26-03 E. 163.9 feet to an iron pin on Coleman Court; thence along Coleman Court, N. 63-57 W. 70 feet to an iron pin, the point of beginning.

This is the same lot conveyed to William J. Lattimore and Ann Lattimore by Tommy M. Smothers by deed dated April 9, 1980 and recorded April 10, 1980 in Deed Book 1123 at Page 748 in the RMC Office for Greenville County, South Carolina.

STATE OF SOUTH CAROLINA
RECORDING DIVISION
DOCUMENTARY TAX STAMP
APR 15 1984 TAX \$ 02.52

which has the address of 3 Coleman Court 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 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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