

MORTGAGE

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GREENVILLE CO. S. C.

THIS MORTGAGE is made this 23rd day of April 1984 between the Mortgagor, Deborah N. Cobb (herein "Borrower"), and the Mortgagee, Southbank 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").

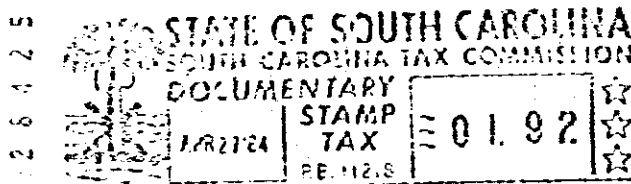
WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 4,794.00 which indebtedness is evidenced by Borrower's note dated April 23, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on August 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 in the County of Greenville, State of South Carolina, on the northern side of Stanley Drive, near the City of Greenville, being shown as Unit 36 on plat of Harbor Town recorded in the RMC Office for Greenville County in Plat Book 5P at Pages 13 and 14, and being more particularly described as follows:

BEGINNING at a point at the joint front corner of Units 36 and 37 and thence running S. 51-34 E. 68.8 feet; thence turning and running S. 38-26 W. 20.6 feet; thence turning and running N. 51-34 W. 68.8 feet; thence turning and running N. 38-26 E. 20.6 feet to the point of beginning.

This is the identical property conveyed unto Thomas A. Cobb and Deborah N. Cobb by deed of Harbor Town Limited Partnership, a South Carolina Limited Partnership, dated July 22, 1977, recorded July 22, 1977, in the RMC Office for Greenville County, South Carolina, in Deed Book 1061 at Page 40. Thomas A. Cobb subsequently deeded his one-half (1/2) interest in and to Deborah N. Cobb by deed dated May 17, 1982 and recorded May 18, 1982, in the RMC Office for Greenville County, South Carolina, in Deed Book 1167 at Page 76.



which has the address of 36 Spinnaker Court Greenville South Carolina 29611 (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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