

MORTGAGE

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THIS MORTGAGE is made this 9th day of August 1984, between the Mortgagor, Charlie T. Hall and Janice N. Hall aka/ Janice H. Hall (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. \$ 9,297.00 which indebtedness is evidenced by Borrower's note dated August 9, 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 December 18, 1984;

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 situate, lying and being in the County of Greenville, State of South Carolina, and located on Janice Court and being known and designated as Lot No. 4 as shown on final plat of Coleridge Terrace made by J. Mac Richardson and being in Section 1 and shown on the final plat on Coleridge Circle recorded in Plat Book FF, at pages 16 and 17. Reference to said plat is hereby craved for a more accurate description as to metes and bounds.

This is the same lot conveyed to Charlie T. Hall and Janice N. Hall by Evelyn M. Hall by deed dated March 31, 1975 and recorded April 10, 1975 in Deed Book 1016 at page 572 in the R.M.C. office for Greenville County, S. C.

Also, ALL that certain place, parcel or lot of land in the State of South Carolina, County of Greenville, located on Janice Court and being a portion of Lot No. 5 as shown on a Plat for Charlie and Janice Hall, prepared by Alex A. Moss, dated May 15, 1975 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern edge of Janice Court, at the joint front corner of Lots No. 4 and 5 and running thence with the joint line of Lots 4 and 5, N. 16-44 W., 152.5 feet to an iron pin at the joint rear corner of Lots No. 4 and 5; thence with the rear line of Lot No. 5, S. 85-49 E., 25.0 feet to an iron pin; thence as a new line running through Lot No. 5, S. 7-28 E., 145.5 feet to an iron pin at the joint front corner of Lots No. 4 and 5, being the point of beginning.

This is the same lot conveyed to Charlie T. Hall and Janice H. Hall by Wentford L. Cantrell and Cathy H. Cantrell by deed dated May 29, 1975 and recorded May 30, 1975 in Deed Book 1019 at page 73 in the R.M.C. office for Greenville County, S. C.

which has the address of 3 Janice 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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