

MORTGAGE

THIS MORTGAGE is made this 10th day of August 1984, between the Mortgagor, Wayne G. Hyde and Alice W. Hyde (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").

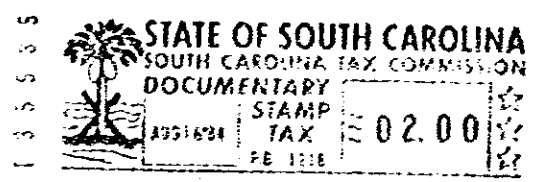
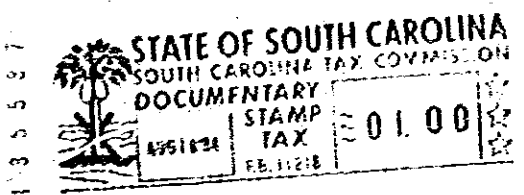
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 9929.00 which indebtedness is evidenced by Borrower's note dated August 10, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on December 20, 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, situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 37 of Sunny Slopes Subdivision, Section One, according to a plat prepared of said property by C.O. Riddle, Surveyor, February 8, 1971, and recorded in the RMC Office for Greenville County South Carolina, in Plat Book 4R, at Page 3, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Rawood Drive, joint front corners of Lots 36 and 37 and running thence with the common line of said lots, N. 36-42 W. 150 feet to a point; thence, N. 53-18 E. 80 feet to a point; thence, S. 36-42 E 150 feet to a point on the edge of Rawood Drive; thence running with said Drive, S. 53-18 W. 80 feet to a point on the edge of said Drive, the point of BEGINNING.

This is the same lot conveyed to Wayne G. Hyde and Alice W. Hyde by Brown Enterprises of S.C., Inc. by deed dated June 28, 1976 and recorded June 28, 1976 in Deed Book 1038 at Page 743 in the R.M.C. Office for Greenville County, South Carolina.



which has the address of Route 6, Box 226 Rawood Drive Traveler's 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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