

**MORTGAGE**

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THIS MORTGAGE is made this 10<sup>th</sup> day of October 1984 between the Mortgagor, Donald Leroy Brown and Joyce M. Brown (herein "Borrower"), and the Mortgagee, Landbank Equity Corp., a corporation organized and existing under the laws of South Carolina, whose address is 33 Ville Road, Suite 401-A Piedmont West, Greenville, South Carolina 29615 (herein "Lender").

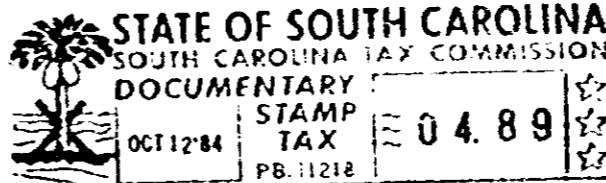
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 16,233.00 which indebtedness is evidenced by Borrower's note dated October 5, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on February 12, 1995;

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 lot of land in the County of Greenville, State of South Carolina, designated as Lot No. 165, Section 2, on Plat of Oak Crest Subdivision, recorded in Plat Book "GG" at page 131 of the R.M.C. Office for Greenville County, South Carolina, said Lot having a frontage on the Southeastern side of Maryland Avenue of 70 feet, a depth of 150 feet, and a rear width of 70 feet.

This is the same lot conveyed to Donald Leroy Brown and Joyce M. Brown by Lloyd W. Gilstrap, by deed dated March 13, 1981 and recorded March 13, 1981 in deed book 1144 at page 306 in the R.M.C. Office for Greenville County, South Carolina.

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which has the address of 213 Maryland Avenue 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 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 (therein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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