

# MORTGAGE

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THIS MORTGAGE is made this 5th day of October 1984, between the Mortgagor, Marshall M. Jackson and Fanny P. Jackson (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").

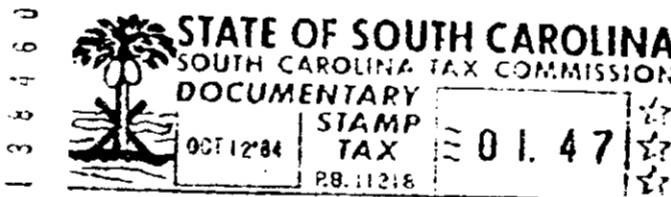
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 4,890.00 which indebtedness is evidenced by Borrower's note dated October 5, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, 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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being at the intersection of Boyce Springs Avenue and Charlotte Street and being known and designated as Lot No. 1 on a plat of Property of G. DeWitt Auid according to a survey made by T.C. Adams, Civil Engineer, dated April, 1940, and revised May, 1940, recorded in the RMC Office for Greenville County in Plat Book J at Page 211, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Boyce Springs Avenue and Charlotte Street and running thence in line with Charlotte Street, S.57-40 E. 192.2 feet to an iron pin at the joint corner of Lots 1 and 2; thence N.18-26 E. 185.5 feet to a pin on Boyce Springs Avenue; thence with Boyce Springs Avenue, S.74-00W. 56.0 feet to an iron pin on Boyce Springs Avenue; thence continuing with Boyce Springs Avenue, S.70-30 W. 176.9 feet to the beginning corner.

This is the same lot conveyed to Marshall M. Jackson and Fanny P. Jackson by Milton M. Byars, Jr. by deed dated April 13, 1978 and recorded April 18, 1978 in deed book 1077 at page 295 in the RMC Office for Greenville County, South Carolina.



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which has the address of 5 Charlotte Street Greenville  
[Street] [City]  
South Carolina 29647 (herein "Property Address");  
[Zip Code]

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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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