

**MORTGAGE**

THIS MORTGAGE is made this 22 day of October 1984 between the Mortgagors, Stevenson Bennett and Deborah Bennett (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, South Carolina 29615 (herein "Lender").

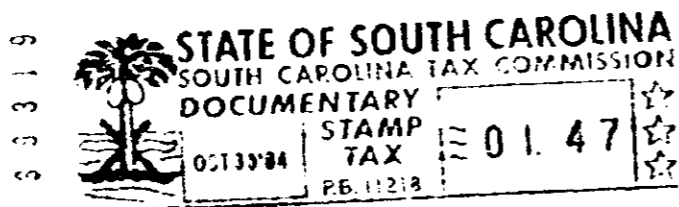
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 4890.00 which indebtedness is evidenced by Borrower's note dated October 22, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on March 1, 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 lying and being in the State of South Carolina, County of Greenville, on the west side of 3rd Avenue in Judson Mills No. 1 Village being known and designated as Lot No. 6 as shown on a plat of Section 1 of Judson Mills Village made by Dalton and Neves, Engineers, in August, 1939, which plat is recorded in the RMC Office for Greenville County in Plat Book K at pages 11 and 12, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin at the joint front corner of Lot Nos. 5 and 6 on the western side of Third Avenue and running thence along said Third Avenue S. 4-30 W. 70 feet to an iron pin; thence running N. 85-30 W. 88 feet to an iron pin; thence running N. 4-30 E. 70 feet to an iron pin; thence running S. 85-30 E. 88 feet to an iron pin, the point of beginning.

This is the same lot of land conveyed to Stevenson Bennett and Deborah Bennett by H.C. Cash by deed dated September 29, 1978 and recorded September 29, 1978 in Deed Book 1088 at Page 866 in the RMC Office for Greenville County, South Carolina.



which has the address of 38 Third 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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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