

GREENVILLE CO. S. C.

200-1313-114

MORTGAGE

JUN 7 4 11 PM '74

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGEE

LANDMARK FINANCE CORPORATION OF
SOUTH CAROLINA

MORTGAGOR(S)

Fowler Robert Henry Bertha Mae J.

128 South West Main Street
Simpsonville, South Carolina

That Mortgagor hereby grants, bargains, sells and conveys unto Mortgagee, the following described real estate in the County of Greenville

State of South Carolina to wit: All that piece, parcel or lot of land in Grove Township, Greenville, S. C., about 1/4 miles South of the City of Greenville, being a portion of lot No. 3 according to a plat of the Estate of Newton Sullivan made by W. J. Riddle, Surveyor, January, 1924, and being known and designated as lot No. 2 according to a plat of the Estate of John Jackson made by W. J. Riddle, Surveyor, April 22, 1954, and having, according to said plat, the following metes and bounds, to-wit:

BEING at an iron pin at the joint corner of lots Nos. 1 and 2 and running thence N. 14-30

together with all buildings and improvements now or hereafter erected thereon, and all fixtures, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures, and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises"

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to mortgagee and his heirs, executors, administrators, successors and assigns, for the use and purposes following, and none other

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and to collect and enforce the same without regard to any security for the indebtedness hereby secured by any first liens or filing appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of mortgagee contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Promissory Note dated May 31, 1974, whose final payment is due on June 6, 1979, or as extended or rescheduled by the parties hereto, herewith executed by Mortgagee and payable to the order of Mortgagee to which Promissory Note reference is hereby made; (3) Payment of any additional advances, not in a principal sum in excess of \$3,760.00, with interest thereon, as may hereafter be loaned by Mortgagee or the then holder of this Mortgage to Mortgagee, each and every advance to be evidenced by a Promissory Note of Mortgagee in the amount of the advance; (4) The payment of any money with interest thereon that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage

All payments made by Mortgagee on the obligation secured by this Mortgage shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagee

SECOND: To the payment of interest due on said loan

THIRD: To the payment of principal upon condition, however, that if said Mortgagee pays said indebtedness and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance and interest thereon as hereinafter provided

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND WELLS: (1) To keep said premises insured against fire and such other casualties as the Mortgagee may specify, up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and to keep the proceeds therefor, promptly advanced on deposit with Mortgagee, and that loss proceeds, less expenses of collection, shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagee, and the insurance company concerned, and shall be made payment for such loss directly to Mortgagee instead of Mortgagee who is to pay all taxes and special assessments on said premises and that mortgagee shall be liable for loss or destruction upon said premises, or any part thereof; (2) In the event of default by Mortgagee under Paragraph 1 of this mortgage, Mortgagee at its option, whether electing to foreclose the whole indebtedness secured hereby due and collectible or to make any other arrangement, shall be entitled to receive all sums payable for such loss, and charges therefor, (3) To pay all said taxes and assessments without determining the validity thereof, and to pay such liens and all such other payments with interest thereon from the time of payment at the highest rate allowed by law, and such improvements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagee to Mortgagee; (4) To keep the building and other improvements now or hereafter erected in good condition and repair, not to commit or suffer any waste or use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authorities, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon, to complete within One Hundred Eighty (180) Days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and material furnished therefor; (5) That the time of payment of the indebtedness hereby secured, or of any section thereof, may be extended or renewed and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability on the lien hereby created; (6) Mortgagee hereby fully and absolutely waive, and releases all rights and claims he or she may have as to said premises as a homestead exemption now existing or which may hereafter be established, or any right in the nature of dower or curtesy, or any statutory substitute thereof

10114

4328 RV-2