

LENDER

MORTGAGE

LANDMARK FINANCIAL SERVICES OF SOUTH CAROLINA, INC.

2320 E NORTH ST GREENVILLE, SOUTH CAROLINA

VOL 1692 PAGE 644

ACCOUNT NO 10007-7	DUE 07	PRGR ACCOUNT NO	LOAN DATE 12-03-84
MORTGAGOR'S & PRINCIPAL RESIDENCE ADDRESS JAMES K GOLDEN GREENVILLE CO S.C.		CO MORTGAGOR	FINANCE CHARGE
203 WEST GEORGIA RD GREENVILLE S.C.		ANNUAL PERCENTAGE RATE 7.00 %	TOTAL OF PAYMENTS 21000.00
PELZER S C	DONNIE S. TENKER	FIRST PAYMENT DUE DATE 1-07-85	AMOUNT FINANCED 14686.86
		FINAL PAYMENT DUE DATE 12-07-89	

THIS MORTGAGE made and entered into the day and year written on the reverse side hereof by the mortgagor(s) named above, herein called Mortgagors, to LANDMARK FINANCIAL SERVICES OF SOUTH CAROLINA, INC. herein called Mortgagee, the owner and holder of the Promissory Note referred to below.

WITNESSETH: THAT WHEREAS the Mortgagors, or one of them, are justly indebted to the Mortgagee for money loaned as evidenced by their Promissory Note of even date herewith executed and delivered by the Mortgagors, or one of them, to the Mortgagee in the amount of the Amount Financed stated above, plus interest and charges as provided in said Note.

AND WHEREAS, the Mortgagors desire to secure the payment of said debt and Note, and any renewals or extensions thereof, and the undertakings prescribed in this Mortgage by the conveyance of the premises hereinafter described.

THEREFORE, in consideration of the foregoing and other good and valuable considerations, Mortgagors hereby give, grant, bargain, sell, assign and convey to Mortgagee, its successors and assigns, forever, the following described real estate, together with all present and future improvements thereon, in South Carolina, County of Greenville, to wit:

All that piece, parcel or lot of land lying and situated in Grove Township, Greenville County, State of South Carolina, having the following courses and distances or metes and bounds as shown by plat of C. O. Riddle Land Surveyor dated September, 1966, and containing Five and Fifty one hundredths acres 5.50, with the improvements thereon or to be made in the future.

Beginning at iron pin 20 feet from the center of Georgia Road, thence N.15-00 W., 356.4 feet to an iron pin; thence S. 49-30 W. 254.8 feet to iron pin; thence N. 40-00 W. 489.5 feet to iron pin; thence S. 19-00 W. 502.7 feet to iron pin; thence S. 76-36 E. 705.2 feet to iron pin; thence N. 42-45 E. 115.8 to beginning corner on Georgia Road.

LESS HOWEVER All that piece, parcel or lot of land in Grove Township, Greenville County, State of South Carolina, and having the following courses, distances and metes and bounds, to-wit:

Beginning at a point in the middle of Georgia Road and running thence N. 15-00 W. 356.4 feet to iron pin; thence S. 49-30 W. 254.8 feet to iron pin; thence southeasterly approximately 325 feet to property line in Georgia Road which point is 40 feet South 42-45 West from the point of beginning, and running thence N. 42-45 E. 40 feet to point of beginning.

For derivation of title see deed from Uyless C. Owens to L.R. Oliver and Mildred R. Oliver, dated 10/14/66, recorded 10/17/66 in Deed Book 807 at page 576 and the records of the Estate of Mildred R. Oliver in the Greenville County Probate Court, Apt. 1210 Pile 5.

This being the same property conveyed to James K. Golden and Ann W. Golden from Levi R. Oliver by deed dated July 18, 1979 and recorded July 18, 1979 in Deed Book 1106 at page 976 in the R.M.C. office for Greenville County, S.C.

TO HAVE AND TO HOLD the said land and premises, including all houses, buildings, improvements and fixtures thereon, with all rights, privileges and appurtenances thereto belonging or appertaining to Mortgagee, its successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out, and the Mortgagors covenant with the Mortgagee that Mortgagors are seized of, and have the right to convey the premises in fee simple; that the premises are free and clear of all encumbrances, except a prior mortgage or such encumbrances as are set forth hereinabove; and that Mortgagors will warrant and defend the title to the premises against the lawful claims of all persons whomsoever. In the event of any default in the performance of any of the obligations of said prior encumbrances, the Mortgagee or assigns may make any payments or perform any acts necessary to relieve said default, and the costs thereof shall be added to the indebtedness hereby secured. Any such default in said prior encumbrances may at the option of the Mortgagee or assigns, be deemed a default under this instrument. Mortgagors hereby assign and transfer unto Mortgagee, its successors and assigns, all surplus funds which may come or be in the hands of the holder of any of said prior encumbrances upon foreclosure of the same, hereby directing that the same be forthwith paid over to Mortgagee or assigns upon the debt hereby secured.

THIS MORTGAGE also secures all future advances in the form of any renewal or refinancing of the aforesaid Promissory Note, which may from time to time be made by the Mortgagee to the Mortgagors; provided, however, that the making of any such future advances shall be at the sole option and discretion of the Mortgagee and upon such terms and conditions as it shall determine.

The Mortgagors further covenant and agree (providing that any covenant for the payment of money is binding only upon the Mortgagor(s) indebted to the Mortgagee):

- (1) To pay the indebtedness as provided herein, and to pay when due all taxes, assessments, levies and charges upon or against the property herein described, which are now due or which may hereafter become liens on the premises.
- (2) To keep the buildings on the premises insured against loss and damage by fire, tornado, windstorm and such other hazards as Mortgagee may require, in amounts satisfactory to Mortgagee, to be made payable to the Mortgagee as its interest may appear, the loss payable clause to be in such form as Mortgagee may require. Mortgagors will pay all premiums for such insurance when due and immediately deliver to the Mortgagee receipts as may be required by Mortgagee, and provide the Mortgagee with the right to inspect such policy or policies. In the event Mortgagors fail to obtain such insurance, the Mortgagee may obtain such insurance without prejudice to its right to foreclose hereunder by reason of this default. Mortgagee may make proof of loss if Mortgagors do not do so within 15 days of loss and the Mortgagee may, at its option, apply the proceeds either to reduce the indebtedness secured hereby or to restore or repair the property. All insurance obtained by Mortgagors shall name Mortgagee as an insured and shall be endorsed so that Mortgagee shall receive at least 10 days notice prior to cancellation and so that all proceeds of such insurance shall be paid to Mortgagee as its interest may appear.
- (3) To pay to Mortgagee any sums expended by Mortgagee to cure any default by Mortgagors under provisions 1 and 2 above, together with interest thereon at the same rate of interest as provided in the Promissory Note secured hereby, such payment to be secured by this Mortgage. Mortgagee, at its option, may require Mortgagors to pay to Mortgagee one-twelfth (1/12th) of the annual real estate taxes and insurance premiums for the property, such sums to be held in escrow by Mortgagee and used to pay said taxes and premiums for the property.

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