

LENDER

MORTGAGE

VOL 1694 PAGE 373

LANDMARK FINANCIAL SERVICES OF SOUTH CAROLINA, INC. 128 SW Main Street Simpsonville, S. C.

ACCOUNT NO 35999-25 RE-03  
 BORROWERS AND PRINCIPAL RESIDENCE  
 EVA LORETTA EBERLY  
 Rt. # 3 Box 281  
 Gray Court, S. C. 29645

FILED  
 GREENVILLE CO. S.C.  
 DEC 13 1985

CO-BORROWER  
 GERALD  
 WILKINSON  
 R.M.C.

ANNUAL PERCENTAGE RATE 22.00

FINANCE CHARGE 1696.48

DATE 12-3-1984

TOTAL OF PAYMENTS 6222.24

AMOUNT FINANCED 4525.76

FIRST PAYMENT DUE DATE 1-3-85

FINAL PAYMENT DUE DATE 12-3-87

THIS MORTGAGE made and entered into the day and year written on the reverse side hereof by the Borrowers 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 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 to the Mortgagee in the amount of the Total of Payments stated above, which includes 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, 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 situate, lying and being in the County of Greenville, State of South Carolina, containing 2.2 acres, more or less, and designated as Tract 4 on a plat entitled "Survey for Clara Mae Bailey Estate" prepared by Carolina Surveying Co., June 21, 1982, and recorded in the Office of the RMC for Greenville County, S. C., in Plat Book 9-D at Page 71 and having the following metes and bounds, according to said Plat, to wit:

BEGINNING at an iron pin on the Northern side of Lattermill (Princeton) Road (S-23-69) at the joint corner of subject property and property now or formerly owned by Catawba Newsprint Co., and running thence N. 8-04 W. 287.1 feet to an iron pin; thence N. 89-57 W. 155 feet to an iron pin; thence N. 18-21 W. 246.6 feet to an iron pin; thence S. 62-26 E. 235.3 feet to an iron pin; thence S. 55-55 E. 430 feet to an iron pin on Lattermill (Princeton) Road (S-23-69); thence with said road S. 54-36 W. 97.6 feet to an iron pin; thence S. 62-13 W. 240 feet to the point of beginning.

ALSO: All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, containing 2.2 acres more or less, and designated as Tract 3 on a plat entitled "Survey for Clara Mae Bailey Estate" prepared by Carolina Surveying Co. June 21, 1982, and recorded in the Office for the RMC for Greenville County, S. C. in Plat Book 9-D at Page 71, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern side of Lattermill (Princeton) Road (S-23-69) at the joint corner of Tracts 3 and 4 as shown on said plat, and running thence along Lattermill (Princeton) Road (S-23-69) N. 54-36 E. 30.1 feet, N. 40-16 E. 136.2 feet, N. 26-32 E. 129.8 feet and N. 12-41 E. 62 feet to an iron pin; thence S. 89-15 W. 541 feet to an iron pin; thence S. 0-45 E. 50 feet to an iron pin; thence S. 55-55 E. 430 feet to an iron pin, the point of beginning.

THIS is the same property conveyed to Eva Loretta Eberly by Robert L. Bailey, Judy Lynn Tucker, Tommy Lewis Bailey, and Kenneth Larry Bailey by deed dated August 4, 1982 and recorded in the RMC Office for Greenville County, S. C. in Volume 1173 at Page 374.

TO HAVE AND TO HOLD the said land and premises, including all houses, buildings, improvements and fixtures thereon, with all rights, privileges and appurtenances thereunto 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 cost 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 herein 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:

- (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 Mortgagor 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 to be used to pay said taxes and premiums for the property.
- (4) To keep the premises in good order, repair and condition, reasonable wear and tear excepted, and to allow Mortgagee, at reasonable times, to inspect the premises.
- (5) To pay to Mortgagee, at its option, the unpaid balance of the Promissory Note and any other obligations secured hereby, in the event the premises or any part thereof are condemned.