

5200

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the Mortgagors shall pay the Promissory Note secured hereby, in accordance with its terms, and any renewal and extensions thereof in whole or in part, and shall comply with all the covenants, terms and conditions of this Mortgage, then this conveyance shall be null and void and may be cancelled of record at the request of Mortgagors. However, should Mortgagors be in default hereunder upon the happening of any of the following events or conditions, namely: (i) default in the payment of any amount due under the Promissory Note secured hereby, or failure to comply with any of the terms, conditions or covenants contained in this Mortgage, or the Promissory Note, or in any Security Agreement also securing said Promissory Note; (ii) loss, substantial damage to, destruction or waste to the land and premises, other than normal wear and tear (except any casualty loss substantially covered by insurance in accordance with the terms of this Mortgage), or cancellation by the insurer of any such required insurance prior to the expiration thereof; (iii) any levy, seizure, distraint or attachment of or on the land and premises, or insolvency, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagors which is not dismissed within 10 days of the filing of the original petition therein; and (iv) death of any Mortgagor obligated hereunder, then and in any of such events, the Promissory Note shall, at the option of the Mortgagee, become at once due and payable, regardless of the maturity date thereof. Thereafter, Mortgagee, its legal representative or assigns may, and by these presents, is hereby authorized and empowered to take possession of the land and premises hereby conveyed, and, after giving twenty-one (21) days notice by publishing once a week for three (3) consecutive weeks, the time, place and terms of sale, in some newspaper published in the county where said land and premises are located, to sell the same in lots, parcels or en masse as Mortgagee, its legal representative or assigns, deems best, at public outcry in front of the courthouse door of said county, to the highest bidder for cash. The proceeds of said sale shall be applied, first to the expense of advertising, selling and conveying said land and premises, including a reasonable attorneys' fee and the cost of preparing any evidence of title in connection with such sale; second, to the payment of any amounts that may have been expended, or that are then necessary to expend, in paying any insurance, taxes, or encumbrances on said land and premises; third, to the payment of the Promissory Note and interest thereon secured hereby; and finally, the balance, if any, shall be paid to the Mortgagors. Mortgagors shall be liable for any deficiency remaining after the sale of the premises, and application of the proceeds of said sale as aforesaid, together with interest thereon at the same rate as specified in the Promissory Note secured hereby. The Mortgagors further agree that Mortgagee, its legal representative or assigns, shall have the right to bid and purchase in the event of a sale hereunder, and that the Mortgagors shall surrender possession of the hereinabove described land and premises to the purchaser immediately after said sale, in the event such possession has not previously been surrendered by the Mortgagors. The Mortgagors agree that Mortgagee shall have rights now or hereinafter accorded or allowed with respect to foreclosure or other remedies by the State of South Carolina, which shall be cumulative with the foregoing remedies. No delay or forbearance by the Mortgagee in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder, and all such rights shall be cumulative.

The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals this 29th day of November 1979

Witness Lewis Cooley Robert L. Preshner (SEAL)
Mortgagor (Borrower)
Witness Betty L. Nichols Evelyn H. Preshner (SEAL)
Mortgagor (Borrower)

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

Personally appeared before me Terrel Cooley, and made oath that he
saw the within named Robert L. Preshner and Evelyn H. Preshner sign, seal and as their
act and deed deliver the within written Deed, and that she with Betty L. Nichols witnessed the execution thereof.
Sworn to before me this 29th day of November 1979

Signature Lewis Cooley Betty L. Nichols
Notary Public for South Carolina
My commission expires 11/4/80
STATE OF SOUTH CAROLINA)
COUNTY OF Greenville) RENUNCIATION OF DOWER

I, Betty L. Nichols, do hereby certify unto all whom it may concern, that Mrs. Evelyn H. Preshner, wife of the within named Mortgagor, Robert L. Preshner, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons, whomsoever, renounce, release and forever relinquish unto the within named Mortgagee, its successors or assigns, all her interest and estate, and also her right and claim of dower, of, in, or to, all and singular the premises within mentioned and released.

Given under my hand and Seal, this 29th day of November 1979

Signature Evelyn H. Preshner Betty L. Nichols
Notary Public for South Carolina
My commission expires 11/4/80

RECORDED NOV 30 1979 at 12:30 P.M.
I hereby certify that the within mortgage has been
this 30th day of NOV. A.D. 1979
Recorded in Vol. of Mortgages No. 1490 Page 74
at 12:30 o'clock P.m.
R. M. C.—C. C. P. & G. S.
Greenville County, S. C.
\$8,928.00
Lot 105 Capewood Rd.
Westwood, Sec. II

18106
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
ROBERT L. PRESHER AND EVELYN H. PRESHER
214 CAPEWOOD ROAD
SIMPSONVILLE, SOUTH CAROLINA
TO
LANDMARK FINANCE CORPORATION OF
SOUTH CAROLINA
128 SOUTH WEST MAIN STREET
SIMPSONVILLE, SOUTH CAROLINA
MORTGAGE OF
REAL ESTATE

NOV 30 1979 X 18106 X

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