LENDER
LANDMARK FINANCE CORPORATION
LANDMARK FINANCE CORPORATION OF S C

FILED
DEC 16 1976
DONNIE S. TANKERSLEY

MORTGAGE

128 S. MAIN ST SIMPSONVILLE, S C 29681
NO. AND STREET CITY

BOOK 1385 PAGE 342

FINANCE CHARGE (INTEREST & INITIAL CHARGE)

ACCOUNT NO	DUE	PRIOR ACCOUNT NO	LOAN DATE
20002-2	15	400036	12-09-76

BORROWER(S) & PRINCIPAL RESIDENCE ADDRESS

ROBERT L PRESHER
214 CAPEWOOD ROAD
SIMPSONVILLE S C 29681

SPOUSE: EVELYN H

INTEREST	INITIAL CHARGE	TOTAL OF PAYMENTS
$ 1396.98	$ NONE	$ 1396.98

TOTAL OF PAYMENTS $ 4440.00

AMOUNT FINANCED $ 3043.02

ANNUAL PERCENTAGE RATE 16.00

FIRST PAYMENT DUE DATE 1-15-77

FINAL PAYMENT DUE DATE 12-15-81

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 FINANCE CORPORATION OF SOUTH CAROLINA 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 aforegoing 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 lot of land with the buildings and improvements thereon situate on the north side of Capewood Road, near the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 105 on Plat of Section II, Sheet No. I, of Westwood subdivision, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 4-F at page 44 and having according to said Plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the north side of Capewood Road at the joint corner of Lots 104 and 105 and runs thence along the line of Lot 104 N. 7-23 E.159.5 feet to an iron pin; thence along the line of Lots 108 and 107 N. 85-58 W. 80 feet to an iron pin;thence along the line of Lot 106 S. 7-20 W. 161.19 feet to an iron pin on the north side of Capewood Road; thence along Capewood Road S. 87-38 E. 53 feet to an iron pin;thence continuing along Capewood Road S. 86-17 E. 27 feet to the beginning corner.

"Being part of the land which by deed dated February 12, 1971 abd recorded among the Land Records of Greenville County in Volume 968, Page 492, was conveyed by Builders and Developers, Inc., to Robert L. Presher and Evelyn H. Presher, his wife.

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 together with escrow funds and accounts for taxes or insurance 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.

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