

FILED

MORTGAGE

RECEIVED
OCT 16 1979
SOUTH CAROLINA 128 SW Main St Simpsonville, So. Carolina 29681
ADDRESS-CITY AND STATE
Lucile J. Evans Fleming
Rt. # 3 Box 184
Simpsonville, S. C. 29681

20009-7	101525013	10-15-79	68-1553
GRANTOR		AMOUNT RECEIVED	
Lucile J. Evans Fleming		1376.70	18864.00
Rt. # 3 Box 184		111.67.30	
Simpsonville, S. C. 29681		11-19-79	10-19-85
		ANNUAL PERCENTAGE	
		18.00	

in Volume 926, page 209, in the RIC Office for Greenville County, South Carolina.
Cancelled by Deed
 This property is a portion of the land conveyed to Lucile Jackson Evans by *Daniel S. Jackson* by deed dated July 2, 1964, recorded July 7, 1964, in *Book 752, page 128*, in the RIC Office for Greenville County, South Carolina.

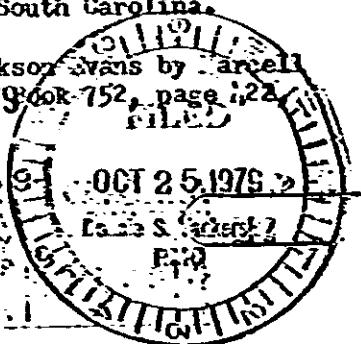
PAID AND SATISFIED IN FULL

THIS 15th DAY OF October 1979

LANDMARK FINANCE CORP., By: *Bonnie Nichols*

P. O. BOX 542, SIMPSONVILLE, S. C. 29681, *July 13, 1979*

BY *Carl Cadey* 13952



TO HAVE AND TO HOLD the said land, *all houses, buildings, improvements and fixtures thereon, with all rights, privileges and appurtenances thereto belonging or appertaining to Mortgagor, 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 Mortgagor 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 whatsoever. In the event of any default in the performance of any of the obligations of said prior encumbrances, the Mortgagor or assignee 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 Mortgagor or assignee, be deemed a default under this instrument. Mortgagors hereby assign and transfer unto Mortgagor, 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 Mortgagor or assignee 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 Mortgagor to the Mortgagors; provided, however, that the making of any such future advances shall be at the sole option and discretion of the Mortgagor 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 Mortgagor may require, in amounts satisfactory to Mortgagor, to be made payable to the Mortgagor as its interest may appear, the loss payable clause to be in such form as Mortgagor may require. Mortgagors will pay all premiums for such insurance when due and immediately deliver to the Mortgagor receipts as may be required by Mortgagor, and provide the Mortgagor with the right to inspect such policy or policies. In the event Mortgagors fail to obtain such insurance, the Mortgagor may obtain such insurance without prejudice to its right to foreclose hereunder by reason of this default. Mortgagor may make proof of loss if Mortgagors do not do so within 15 days of loss and the Mortgagor 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 Mortgagor as an insured and shall be endorsed so that Mortgagor shall receive at least 10 days notice prior to cancellation and so that all proceeds of such insurance shall be paid to Mortgagor as its interest may appear.
- (3) To pay to Mortgagor any sums expended by Mortgagor 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. Mortgagor, at its option, may require Mortgagor to pay to Mortgagor one-twelfth (1/12th) of the annual real estate taxes and insurance premiums for the property, such sums to be held in escrow by Mortgagor 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 Mortgagor, at reasonable times, to inspect the premises.
- (5) To pay to Mortgagor, 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.

FORM 79SC

1 OCT 1979
2 OC25 79
3 084
4 2.00CT

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