

LENDER  
LANDMARK FINANCE CORPORATION

LANDMARK FINANCE CORPORATION OF S C

MORTGAGE

128 SW MAIN ST SIMPSONVILLE S C 29681

Form 79 (Rev 5/76)  
BOOK 1385 PAGE 83

FINANCE CHARGE BOOK 59 PAGE 483

ACCOUNT NO 24 30909-6

MADE H GARRETT  
RT 4 BOX 498  
PIEDMONT S C 29673

NAME	MARY C	AMOUNT	2,113.58	DATE	11-18-76
ANNUAL PERCENTAGE RATE	19.14	DATE	12-24-76	DATE	11-24-81
AMOUNT PAID		DATE		DATE	

REGISTRY TAX 02.35

TO HAVE AND TO HOLD the said land and premises, including 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 Mortgages contained in the Mortgage that Mortgagee are seized of, and have the right to convey the premises in fee simple, and the premises are free and clear of all encumbrances, except such encumbrances as are set forth above, and that Mortgagee will warrant and defend the premises against the lawful claim of all persons above, and that Mortgagee will warrant and defend the premises against the lawful claim of all persons above, 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, and in default in the prior encumbrances, may at the option of the Mortgagee or assigns, be deemed a default under this instrument. Mortgagee herein hereby assigns and transfers unto Mortgagee, its successors and assigns, all surplus funds and accounts for taxes and assessments for the premises which may come or be in the hands of the holder of any prior encumbrances upon foreclosure of the same, hereby directing that the same be forthwith paid over to Mortgagee or assigns, and 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 Mortgages; provided, however, that the making of 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 Mortgages further covenant and agree, *2191 Paid & Satisfied in full the 17th day of July, 1978.* LANDMARK FINANCE CORPORATION OF S.C. *Witness: J. Nichols*

- (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. Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee 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 accepted, 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.