

NOV 27 8:40 AM '73  
DONNIE S. TANKERSLEY  
R.M.C.

BOOK 1296 PAGE 251

## MORTGAGE

MORTGAGEE:  
LANDMARK FINANCE CORPORATION OF  
SOUTH CAROLINA

MORTGAGOR(S):

LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
HAWKINS,	J.	HAROLD	EUGENIA

128 South West Main Street  
Simpsonville, South Carolina

That Mortgagor hereby grants, bargains, sells and conveys unto Mortgagee, the following described real estate in the County of Greenville State of South Carolina to wit: **All that certain piece, parcel or lot of land, situate, lying and being on the northeastern side of Lakewood Drive, in Austin Township, County of Greenville, State of South Carolina, being shown and designated as Lot 2 on plat of Property of Alvin W. Greene near Mauldin, S. C., made by J. D. Calmes, August, 1970, and having according to said plat the following metes and bounds, to-wit:**

**BEGINNING at an iron pin on the northeastern side of Lakewood Drive, joint front corner of Property of Alford and Lot No. 2, and running thence along the common line of said Lots N.**

(continued on other side)  
together with all buildings and improvements now or hereafter erected thereon and all screens, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging, to mortgagee and his heirs, executors, administrators, successors and assigns, for the use and purposes following, and none other:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note dated November 20, 1973, whose final payment is due on May 26, 1978 or as extended or rescheduled by the parties hereto, herewith executed by Mortgagor and payable to the order of Mortgagee to which Promissory Note reference is hereby made; (3) Payment of any additional advances, not in a principal sum in excess of \$7,500.00, with interest thereon, as may hereafter be loaned by Mortgagee or the then holder of this Mortgage to Mortgagee, each and every advance to be evidenced by a Promissory Note of Mortgagor in the amount of the advance; (4) The payment of any money with interest thereon that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal upon condition, however, that if said Mortgagor pays said indebtedness and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance and interest thereon as hereinafter provided.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) To keep said premises insured against fire and such other casualties as the Mortgagee may specify, up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Mortgagee, and that loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof, and (c) pay such liens and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon; to complete within One Hundred Eighty (180) Days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and material furnished therefor. (5) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability on the lien hereby created. (6) Mortgagor hereby fully and absolutely waives and releases all rights and claims he or she may have in or to said premises as a homestead exemption now existing or which may hereafter be established, or any right in the nature of dower or curtesy, or any statutory substitute therefor.

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