

ACCOUNT NO. 20007-1	DUE 28	PRIOR ACCOUNT NO. 30301-6	CO BORROWER Shirley A.	LOAN DATE 8-23-84	TOTAL OF PAYMENTS 22656.00
BORROWERS AND PRINCIPAL RESIDENCE ADDRESS Wayne A. Plumier 25 Donaldson St. Greenville, S.C. 29611			ANNUAL PERCENTAGE RATE 18.00%	FINANCE CHARGE 10690.41	AMOUNT FINANCED 11965.59
				FIRST PAYMENT DUE DATE 9-28-84	FINAL PAYMENT DUE DATE 8-28-92

THIS MORTGAGE made and entered into the day and year written on the reverse side hereof by the Borrowers named above, herein called Mortgages, to LANDMARK FINANCIAL SERVICES OF SOUTH CAROLINA, INC. herein called Mortgagee, the owner and holder of the Promissory Note referred to below.

WITNESSETH THAT WHEREAS the Mortgages are justly indebted to the Mortgagee for money loaned as evidenced by their Promissory Note of even date here with executed and delivered by the Mortgages 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 Mortgages 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 foregoing and other good and valuable considerations, Mortgages 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 certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, at the corner of Woodward Street and Donaldson Street, being shown and designated as Lot No.88 of Section 3 of Victor-Monaghan Mills Subdivision as shown on plat of which recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book S at Pages 179 and 181, and having metes and bounds as shown thereon.

This conveyance is made subject to all easements, restrictions and/or rights of way of record, if any.

This is the same property conveyed to William L. Morgan and Annie Mae Morgan by deed recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 506 at Page 109. William L. Morgan died testate on January 4, 1964, reference being made to Will Apt. No. 858, File No.18.

This being the same property conveyed to Wayne A. Plumier and Shirley A. Plumier from Annie Mae Morgan by deed dated October 31, 1973 and recorded October 31, 1973 in Deed Book 987 at page 252 in the R.M.C. Office for Greenville County, S.C.

This property also known as 25 Donaldson Street Greenville, S.C.

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 Mortgages covenant with the Mortgagee that Mortgages 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 Mortgages 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. Mortgages herein hereby assign and transfer unto Mortgagee, 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 forth with 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 Mortgages; 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 Mortgages 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. Mortgages 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 Mortgages 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 Mortgages 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 Mortgages 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 Mortgages 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 Mortgages 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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