

LENDER

MORTGAGE

LANDMARK FINANCIAL SERVICES OF SOUTH CAROLINA, INC. 128 SW Main St Simpsonville, SC 29681

ACCOUNT NO 40064-8	DATE 20	PR OR ACCOUNT NO 35425-8	CO BORROWER Estelle M.	FINANCE CHARGE 3828.83	LOAN DATE 11-15-84	TOTAL OF PAYMENTS 10710.00
BORROWERS AND PRINCIPAL RESIDENCE ADDRESS Benny L. Bivens 107 Queen St. Fountain Inn SC 29644			ANNUAL PERCENTAGE RATE 19.00 %	FIRST PAYMENT DUE DATE 12-20-84	FINAL PAYMENT DUE DATE 11-20-89	AMOUNT FINANCED 6881.17

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 FINANCIAL SERVICES OF SOUTH CAROLINA, INC. 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 foregoing 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 certain piece, parcel or lot of land in the state of South Carolina, County of Greenville, in the town of Fountain Inn, being known and designated as Lot No. 5, Queens Street as shown on a plat of Kings Court, prepared by R. B. Bruce, Surveyor dated September 4, 1973 and recorded in the RMC office for Greenville County in Plat Book 4X at page 78, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING AT AN IRON PIN on the northern side of Queens Street at the joint front corner of Lots No. 5 and 6 and running thence along the edge of Queen Street, N. 82-25 W., 85 feet to an iron pin at the joint front corner of Lots No. 4 and 5; thence with the joint line of said lots, N. 11-01 E., 165.8 feet to an iron pin; thence S. 78-50 E., 85 feet to an iron pin at the joint rear corner of Lots No. 5 and 6; thence with the joint line of said lots, S. 11-04 W., 160.5 feet to an iron pin, being the point of beginning.

This property is conveyed subject to restrictive covenants of record, set back lines, road or passageways, easements and rights of ways, if any, affecting the above described property.

THIS is the same property conveyed to Benny Lee Bivens and Estelle M. Bivens by Fountain Inn Builders, Inc. by deed dated April 4, 1974 and recorded in the RMC Office for Greenville County, S. C. in Book 996 at page 702 on April 8, 1974.

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 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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