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LENDER MORTGAGE VA 1475 FILE 714
LANDMARK FINANCE CORPORATION OF SOUTH CAROLINA 128 S. Main Street Simpsonville, S. C. 29651
ADDRESS-CITY AND STATE

BOOK 75 PAGE 383

NO. 20007-1	DATE 06	PERIOD ACCOUNT NO. 323509	7-31-79	EXPIRED
CRAVENS				
ARTHUR JACK CRAVEN		HELEN P.	1122.52	11232.00
425 SELLWOOD CIRCLE			7059.16	
S.C. 29651		16.73	9-6-79	9-6-85

THIS MORTGAGE made and entered into the day and year written on the reverse side hereof by the Borrower named above, herein called Mortgagor, to LANDMARK FINANCE CORPORATION OF SOUTH CAROLINA herein called Mortgagor, the owner and holder of the Promissory Note referred to below.

WITNESSETH: THAT WHEREAS the Mortgagors are justly indebted to the Mortgagor for money loaned as evidenced by their Promissory Note of even date herewith executed

PAID AND SATISFIED IN FULL THIS 25th DAY OF AUGUST 1981
LANDMARK FINANCE CORPORATION OF SIMPSONVILLE

7073

Ronald Cooley

Witness

FILED

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THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST that if the Mortgagor fails to pay the Promissory Note secured hereby, upon notice and demand, and an acceleration and extension thereof in whole or in part, and shall comply with all the covenants, terms and conditions of this Mortgage, then this conveyance shall be void and may be canceled at the request of Mortgagor. However, should Mortgagor be in default hereunder upon the happening of one of the following events or conditions, namely: (i) default in the payment of any amount due under the Promissory Note secured hereby, or failure to comply with any of the terms and conditions contained in this Mortgage, or the Promissory Note, or in any Security Agreement also securing said Promissory Note; (ii) loss, substantial damage to, destruction of, or removal of the land and premises, other than normal wear and tear (except any casualty loss substantially covered by insurance in accordance with the terms of this Mortgage), or cancellation by the insurer of any such required insurance prior to the expiration thereof; (iii) any levy, seizure, distraint or attachment of or on the land and premises, or insolvency, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor which is not dismissed within 10 days of the filing of the original petition therein, and (iv) death of any Mortgagor obligated hereunder, then in any of such events, the Promissory Note shall, at the option of the Mortgagor, become at once due and payable, regardless of the maturity date thereof. Thereafter, Mortgagor, its legal representative or assigns may, and by these presents, is hereby authorized and empowered to take possession of the land and premises hereby conveyed, and, after giving at least one (1) days notice by publishing once a week for three (3) consecutive weeks, the time, place and terms of sale, in some newspaper published in the county where said land and premises are located, to sell the same in lots, parcels or otherwise as Mortgagor, its legal representative or assigns, deems best, at public outcry in front of the courthouse door of said county, to the highest bidder for cash. The proceeds of said sale shall be applied, first to the expense of advertising, selling and conveying said land and premises, including a reasonable attorney's fee and the cost of preparing any evidence of title in connection with such sale, second, to the payment of any amounts that may have been expended, or that are then necessary to expend, in paying any insurance, taxes, or encumbrances on said land and premises; third, to the payment of the Promissory Note and interest thereon secured hereby; and finally, the balance, if any, shall be paid to the Mortgagor. Mortgagor shall be liable for any deficiency remaining after the sale of the premises, and application of the proceeds of said sale as aforesaid, together with interest thereon at the same rate as specified in the Promissory Note secured hereby. The Mortgagors further agree that Mortgagor, its legal representative or assigns, shall have the right to bid and purchase in the event of a sale hereunder, and that the Mortgagor shall surrender possession of the hereinabove described land and premises to the purchaser immediately after said sale, in the event such possession has not previously been surrendered by the Mortgagor. The Mortgagors agree that Mortgagor shall have rights now or hereinafter accorded or allowed with respect to foreclosure or other remedies by the State of South Carolina, which shall be cumulative with the foregoing remedies. No delay or forbearance by the Mortgagor in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder, and all such rights shall be cumulative.

The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the term "Mortgagor" shall include any payer of the indebtedness hereby secured and any transferor or assignee thereof, whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals this 31st day of July 1979.

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