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Lexington County R.O.D. Debra M. Gunter  
MORTGAGE Bk:Pg 16889:46

STATE OF SOUTH CAROLINA

MORTGAGE

COUNTY OF LEXINGTON

**WHEREAS**, AJIT S. RANDHAWA, AS TRUSTEE OF THE AJIT S. RANDHAWA REVOCABLE TRUST DATED 9/19/05 AND RAJ K. RANDHAWA, AS TRUSTEE OF THE RAJ K. RANDHAWA REVOCABLE TRUST DATED 9/19/05 (hereinafter collectively "Mortgagor") in and by their certain Notes stand firmly held and bound unto WILLIAM MICHAEL HALEY AND N. NIKKI HALEY, or order, located at 800 Richland Street, Columbia, SC 29201 (hereinafter collectively "Mortgagee"), upon the payment of the full and just sum of Four Hundred Thousand and 00//100 (\$400,000.00) Dollars, with the entire balance, if not sooner paid, being due, with interest, on demand of the Mortgagee.

**NOW, KNOW ALL MEN BY THESE PRESENTS**, that Mortgagor, for and in consideration of the debt or sum of money aforesaid, and to better secure its payment to Mortgagee, according to the condition of the note, or any extensions, modifications or renewals thereof, and also in consideration of the further sum of Three and 00/100 (\$3.00) Dollars to Mortgagor, in hand well and truly paid by Mortgagee, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release the real property described as follows to Mortgagee, Its successors and assigns forever:

See Exhibit "A" Attached Hereto.

**TOGETHER** with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.

**TO HAVE AND TO HOLD**, all and singular the premises unto Mortgagee, Their Heirs and Assigns forever.

**AND** Mortgagor does hereby bind Themselves and Their Heirs and Assigns to warrant and forever defend all and singular the premises unto Mortgagee, Their Heirs and Assigns, from and against Themselves and Their Heirs and Assigns, lawfully claiming, or to claim the same, or any part thereof.

**AND IT IS AGREED**, by and between the parties that Mortgagor shall keep any building on the premises insured against loss and damage by fire for the benefit of Mortgagee for an amount not less than the sum shown above, with such company as shall be approved by Mortgagee, and shall deliver the policy to Mortgagee, and in default thereof, Mortgagee may effect such insurance and reimburse itself under this Mortgage for the expense thereof, together with interest thereon at the rate provided in the note from the date of its payment.

**AND IT IS AGREED**, by and between the parties, that if Mortgagor shall fail to pay all taxes and assessments upon the premises when they shall first become payable, then Mortgagee may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for the sum so paid, with interest thereon at the rate provided in the note from the date of such payment.

**AND IT IS AGREED**, by and between the parties that upon any default being made in the payment of the note or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes a lien upon the real property when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of Mortgagee, although the period for the payment thereof may not then have expired.

**AND IT IS AGREED**, by and between the parties that should legal proceedings be instituted for the collection of the debt secured hereby, then Mortgagee shall have the right to have a receiver appointed of the rents and profits of the premises, who, after deducting all charges and expenses attending such proceedings, and the execution of the trust as receiver, shall apply the residue of the rents and profits towards the payment of the debt secured hereby.

**AND IT IS AGREED**, by and between the parties that should legal proceedings be instituted for the foreclosure of this Mortgage, or should Mortgagee, become a party to any action by reason of this Mortgage, or should the debt secured hereby be placed in the hands of an attorney at law for collection, by suit or otherwise, all costs and expenses incurred by Mortgagee including a reasonable attorney's fee, shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

If all or any part of the premises or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

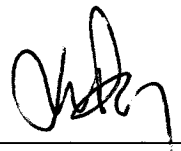
**PROVIDED ALWAYS, NEVERTHELESS,** and it is the true intent and meaning of the parties, that if Mortgagor does and shall well and truly pay, or cause to be paid, unto Mortgagee the debt or sum of money aforesaid, with interest thereon, and if any shall be due, according to the true intent and meaning of the note and this Mortgage, then this Mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

**AND IT IS AGREED,** by and between the said parties, that Mortgagor, shall hold and enjoy the premises until default of payment shall be made.

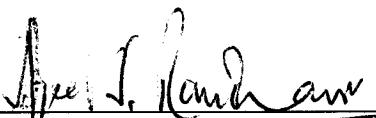
WITNESS the hand and seal of Mortgagor, this 7<sup>th</sup> day of April, 2014.

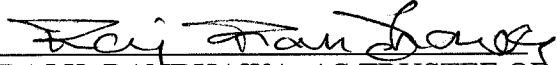
**IN THE PRESENCE OF:**

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Notary Signature

**MORTGAGOR:**

  
\_\_\_\_\_  
AJIT S. RANDHAWA, AS TRUSTEE OF  
THE AJIT S. RANDHAWA REVOCABLE  
TRUST DATED 9/19/05

  
\_\_\_\_\_  
RAJ K. RANDHAWA, AS TRUSTEE OF  
THE RAJ K. RANDHAWA REVOCABLE  
TRUST DATED 9/19/05

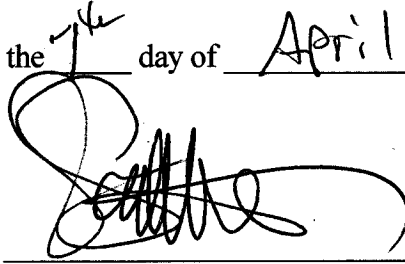
STATE OF SOUTH CAROLINA

COUNTY OF Richland

ACKNOWLEDGEMENT

I, Suzanne R. Rees (name of notary), do hereby certify that AJIT S. RANDHAWA, AS TRUSTEE OF THE AJIT S. RANDHAWA REVOCABLE TRUST DATED 9/19/05 AND RAJ K. RANDHAWA, AS TRUSTEE OF THE RAJ K. RANDHAWA REVOCABLE TRUST DATED 9/19/05, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 7<sup>th</sup> day of April, 2014.



Notary Public for South Carolina  
My Commission expires: 4-9-17  
(NOTARY SEAL)

EXHIBIT A

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, WITH ANY IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, BEING MORE PARTICULARLY SHOWN AND DELINEATED AS LOT 12, SPENCE PLANTATION, PHASE III, CONTAINING 0.69 ACRE AS SHOWN ON A PLAT PREPARED FOR JOHN A. D'ALPE AND VERONICA S. D'ALPE BY WHITWORTH & ASSOCIATES, INC., DATED NOVEMBER 4, 1997, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR LEXINGTON COUNTY IN PLAT BOOK 281 AT PAGE 868. SAID TRACT HAVING SUCH METES AND BOUNDS AS WILL BE SHOWN BY REFERENCE TO SAID PLAT. THE SAME METES AND BOUNDS AS SHOWN ON SAID PLAT ARE INCORPORATED HEREIN BY REFERENCE.

THIS BEING THE INDENTICAL PROPERTY CONVEYED TO AJIT S. RANSHAWA AND RAJ RANDHAWA BY DEED OF JOHN A. D'ALPE AND VERONICA S. D'ALPE DATED SEPTEMBER 15, 2000, AND RECORDED IN RECORD BOOK 5972, PAGE 135, OFFICE OF THE REGISTER OF DEEDS FOR LEXINGTON COUNTY, SUBSEQUENTLY CONVEYED TO AJIT S. RANDHAWA, AS TRUSTEE OF THE AJIT S. RANDHAWA REVOCABLE TRUST DATED 9/19/05 AND RAJ K. RANDHAWA, AS TRUSTEE OF THE RAJ K. RANDHAWA REVOCABLE TRUST DATED 9/19/05 BY DEED OF AJIT S. RANDHAWA AND RAJ K. RANDHAWA, DATED DECEMBER 19, 2005, AND RECORDED IN RECORD BOOK 10814, PAGE 263, OFFICE OF THE REGISTER OF DEEDS FOR LEXINGTON COUNTY.

TMS# 003344-01-014

AND

ALL THAT CERTAIN PIECE, PARCEL, LOT OR TRACT OF LAND, WITH ANY IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, BEING MORE FULLY SHOWN AND DELINEATED AS 0.84 ACRES ON A PLAT PREPARED FOR AJIT RANDHAWA AND RAJ RANDHAWA BY CAROLINA SURVEYING SERVICES, INC., DATED OCTOBER 29, 2003, AND RECORDED IN RECORD BOOK 8782, AT PAGE 203, OFFICE OF THE REGISTER OF DEEDS FOR LEXINGTON COUNTY, SC; SAID LOT HAVING SUCH BOUNDARIES AND MEASUREMENTS AS SHOWN ON SAID PLAT.

ALSO: ALL GRANTORS' RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN CROSS EASEMENT AGREEMENT DATED MAY 1, 1998 BETWEEN THREE SEVENTY EIGHT, INC. AND GARY RENAUD AND FAYE RENAUD, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR LEXINGTON COUNTY, SC IN RECORD BOOK 4646, AT PAGE 71, AND, BY ACCEPTANCE OF THIS CONVEYANCE, GRANTEE SPECIFICALLY ASSUME ALL OF THE GRANTORS' OBLIGATIONS, RIGHTS AND RESPONSIBILITIES UNDER SAID CROSS EASEMENT AGREEMENT.

ALSO: ALL GRANTORS' RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN 30' EASEMENT RESERVED UNTO THE GRANTORS' PREDECESSORS IN TITLE IN THAT DEED FROM GARY RENAUD AND FAYE RENAUD TO NIKOLAOS P. XANTHAKOS AND EKATERINI N. XANTHAKOS, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR LEXINGTON COUNTY, SC IN RECORD BOOK 8451, AT PAGE 261, AND, BY ACCEPTANCE OF THIS CONVEYANCE, GRANTEES SPECIFICALLY ASSUME ALL OF THE GRANTORS' OBLIGATIONS, RIGHTS AND RESPONSIBILITIES UNDER SAID 30' EASEMENT.

ALSO: ALL GRANTORS' RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN CROSS EASEMENT AGREEMENT DATED MAY 18, 1995 BETWEEN THREE SEVENTY EIGHT, INC. AND FIRST COMMUNITY CORPORATION, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR LEXINGTON COUNTY, SC IN RECORD BOOK 3357, AT PAGE 282, AND, BY ACCEPTANCE OF THIS CONVEYANCE, GRANTEES SPECIFICALLY ASSUME ALL OF THE GRANTORS' OBLIGATIONS, RIGHTS AND RESPONSIBILITIES UNDER SAID CROSS EASEMENT AGREEMENT.

DERIVATION: THIS BEING THE SAME PROPERTY CONVEYED TO GRANTORS BY DEED OF GARY RENAUD AND FAYE RENAUD, DATED 10/30/03, AND RECORDED 10/30/03 IN THE OFFICE OF THE REGISTER OF DEEDS FOR LEXINGTON COUNTY, SC IN DEED BOOK 8782, AT PAGE 207, SUBSEQUENTLY CONVEYED TO AJIT S. RANDHAWA, AS TRUSTEE OF THE AJIT S. RANDHAWA REVOCABLE TRUST DATED 9/19/05 AND RAJ K. RANDHAWA, AS TRUSTEE OF THE RAJ K. RANDHAWA REVOCABLE TRUST DATED 9/19/05 BY DEED OF AJIT S. RANDHAWA AND RAJ K. RANDHAWA, DATED DECEMBER 19, 2005, AND RECORDED IN RECORD BOOK 10814, PAGE 263, OFFICE OF THE REGISTER OF DEEDS FOR LEXINGTON COUNTY.

TMS#: 004345-01-058