MORTGAGE Amt. Fin. 3000.00 BOOK 1496 317

KNOW ALL MEN BY THESE PRESENTS that John H. Kelly & and Flora G. Kelly his wife of Greenville County, State of South Carolina hereinafter whether one or more called the "Mortgagor", has become justly indebted to Southland Trane of Greenville County, S.C. hereinafter called the "Mortgagee" in the sum of Five Thousand Four & 72/100th DOLLARS ($ 5,004.72) evidenced by a promissory note of even date herewith in the total amount set forth above, payable in 84 monthly installments, the first installment being $ 59.58 and the remaining installments being $ each with any unpaid balance due on the final payment due date, the first installment of which is payable one month from the date of the completion of certain property improvements made pursuant to a home improvement sales contract between Mortgagor and Mortgagee dated Jan. 15,1980 unless a different first payment date is inserted here and the remaining installments payable on the date of each month thereafter until fully paid, together with late charges, court costs, collection expenses, attorney fees, interest after maturity, and all terms, conditions and stipulations provided for in said note.

NOW, for and in consideration of the aforesaid indebtedness and to secure the prompt payment of the same, Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the said Mortgagee, his successors and assigns, the following described lot or parcel of land situated in Greenville County, State of South Carolina, to wit:

"See Attached"

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP 5.00

Together with all rights, members, privileges, hereditaments, easements and appurtenances belonging or appertaining. Mortgagor agrees to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against said Mortgagor, his heirs, executors, administrators and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof, and Mortgagor hereby covenants and warrants that he has a fee simple title to said property free from all encumbrances except

TO HAVE AND TO HOLD all and singular the aforegranted and bargained premises unto the Mortgagee forever, provided always that if the Mortgagor shall and will pay to the order of the Mortgagee according to its terms and effect that certain promissory note of even date herewith and secured hereby and any other sums which become owing by the Mortgagor to the Mortgagee prior to cancellation hereof, then this mortgage shall cease, terminate and be void, otherwise to remain in full force and effect.

The Mortgagor agrees and covenants to pay all taxes and special assessments against the property and agrees to pay all taxes levied under the laws of this State on the indebtedness secured hereby. Mortgagor further covenants and agrees that he will at all times until the release of this mortgage keep in force a policy of insurance on that portion of the mortgaged property which is insurable covering loss and damage by fire and the other casualties covered by the usual comprehensive casualty insurance policy. Such policy shall be with an insurer acceptable to the Mortgagee in an amount not less than the balance owing upon the indebtedness secured hereby, with loss payable to the Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to the Mortgagee, who will make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment of such loss directly to the Mortgagee instead of the Mortgagee and Mortgagor jointly, but in the event any payment is made jointly, Mortgagor hereby authorizes Mortgagee to endorse his name on any check, draft or money order as his attorney in fact. Upon payment for loss, the Mortgagee may at his sole option apply such proceeds to reduce the balance of the indebtedness or to restore the mortgage property. In the event the Mortgagor shall neglect or refuse to obtain said insurance or pay any taxes when due, then the Mortgagee may at his sole option obtain such insurance or pay all such taxes or both, and all sums expended thereby are hereby secured by this mortgage and shall be due immediately from Mortgagor to Mortgagee with interest at the rate of 6% per annum from the date of payment by the Mortgagee until paid.

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and will not commit or permit anyone else to commit waste, reasonable wear and tear excepted. Upon the failure of the Mortgagor to so maintain the mortgaged property, the Mortgagee may cause reasonable maintenance work to be performed at the cost of the Mortgagor. Any such sum so expended shall be due immediately from Mortgagor with interest at the rate of 6% per annum from the date expended until paid.

The Mortgagor hereby vests the Mortgagee with the full power and authority, upon the breach of any covenant or warrant herein contained, or upon any default in the payment of any instalment provided in said note or any renewal or extension thereof, or in the performance of any agreement herein contained, to declare the entire indebtedness hereby secured, less unearned charges, due and payable as provided by law and to take possession of said property and proceed to foreclose this mortgage in accordance with the law of this State. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, not in excess of 15% of the unpaid debt after default, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

If Mortgagor (if more than one, all mortgagors) hereby waives and relinquishes all rights of exemption and homestead.

This mortgage may be assigned by the Mortgagee without the consent of the Mortgagor and when so assigned, the assignee shall have all of the rights and privileges given to the Mortgagee by the provision of this mortgage.

This mortgage is in addition to any other lien or security heretofore or hereafter given or obtained by the Mortgagee and is not in satisfaction or in lieu of any other lien or security.

In this mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural. This mortgage shall bind all parties hereto, their heirs, legatees, administrators, executors, successors and assigns.

In witness whereof the Grantors hereunto set their hands and seals this 15th day of Jan. 19 80

Signed in the presence of:

Gale M. Edwards — X John H. Kelly (Seal)

Emily J. Pace — X Flora G. Kelly (Seal)

X (Seal)

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